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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1883. 1886

No. ~~903.~~ ~~534~~ 243 13

WILLIAM T. LEVINE, CHARLES W. READ, WILLIAM F. HIGGINS, JOHN McLAUGHLIN, GEO. A. FALCONI, JOSEPH SMITH, ET ALS.,

APPELLANTS,

vs.

ROBERT M. WILSON AND BERNARD MICHEL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

FILED JULY 14, 1883.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1883.

No. 903.

WILLIAM T. LEVINE, CHARLES W. READ, WILLIAM F. HIGGINS, JOHN McLAUGHLIN, GEO. A. FALCONI, JOSEPH SMITH, ET ALS.,

APPELLANTS,

vs.

ROBERT M. WILSON AND BERNARD MICHEL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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a UNITED STATES OF AMERICA.

Circuit Court of the United States in and for the 5th Judicial Circuit and Eastern District of Louisiana.

WILLIAM T. LEVINE, *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

J. R. Beckwith, Esq., for William T. Levine, *et als.*, complainants, appellants, Messrs. Joseph P. Hornor, A. G. Brice, and F. W. Baker for respondents, appellees.

Appeal

Returnable to the Supreme Court of the United States on the second Monday of October, A. D. 1883.

1 UNITED STATES OF AMERICA.

Circuit Court of the United States for the Fifth Judicial Circuit and Eastern District of Louisiana.

WILLIAM T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et als.* } No. 10102.

Bill of Complaint and Exhibit.—Filed December 13th, 1882.

EASTERN DISTRICT OF LOUISIANA, *ss:*

To the honorable the judges of the Circuit Court of the United States for the Fifth Circuit, Eastern District of Louisiana.

William T. Levine, Charles W. Read, William F. Higgins, John McLaughlin, George A. Falconi, Joseph Smith, John Ervine, Asa A. Douglas, Charles Dennis, Philip Wurtz, Thomas D. Lewis, Daniel B. Morgan, Joseph Preble, Robert H. Tilford, Gustave Gersdorf, Frank Bailey, Oscar Shultz, Walter Jarvis, Thomas Craig, John F. Gersdorf, Edward Breen, John Ahern,
2 William E. Pendleton, Harry Buttcher, Benjamin S. Ames, Peter Donham, Francis Lory, Charles S. Clark, Edward C. Bannon, Francis Williams, Nathaniel C. Cloutman, Thomas Wilson, Robert T. Wilson, James W. Lyons, William B. Turley, Joseph Redman, Hugh Neil, Alfred J. Ruiz, George Benson, George Osgood, John Nichols, John T. Small, and James Burdick, all citizens of the United States and of the State of Louisiana, and residents of the eastern district of Louisiana, bring this their bill of complaint against Robert M. Wilson and Bernard Michel, also residents of the eastern district of Louisiana and of the State of Louisiana, and thereupon your orators complain and say, that they are respectively branch pilots of the port of New Orleans, duly appointed and qualified, and as such are, and at

the time of the acts and wrongs hereinafter complained of were, and still are, vested with all the rights and authority and entitled to all the benefits attaching to branch pilots of the port of New Orleans, as granted, established, and ordained by the statutes of the State of Louisiana in such case made and provided, and adopted by the United States by the law of the
3 United States governing and controlling pilots in the bays, inlets, rivers, and harbors of the United States and the port of New Orleans.

And your orators show unto your honors that the said defendants are also branch pilots of the port of New Orleans, and were such branch pilots at and prior to the first day of June, 1879. That prior to the twenty-seventh day of May, 1870, your orators and the said defendants were acting as pilots at the mouth of the Mississippi river and the port of New Orleans, independent of each other, or in small competing associations of pilots; that some of said pilots were prosperous and others poor, and unable to qualify themselves under the laws governing pilotage at the mouth of the Mississippi river in such manner as to enable them to lawfully prosecute and carry on the business of piloting; that the law requires each pilot to be the owner or part owner of a decked pilot boat or vessel, of, at least, fifty tons burden; that many of the said pilots were without the means to purchase or acquire an interest in a vessel of this description, while
4 others more provident or successful had fitted themselves out with fast-sailing vessels and steam pilot boats, and were enabled thereby to largely monopolize the business of piloting at the mouth of the Mississippi river, and gather unto themselves the profits, fees, and emoluments arising from piloting, whereby the distribution of the earnings for the piloting of vessels to and from the port of New Orleans were unevenly distributed, accruing in considerable sums to some of the pilots while others were unable to earn a livelihood by their avocation.

That under and by virtue of the laws of the State of Louisiana, relating to pilotage and pilots at the port of New Orleans, it was, and is, ordained, that the number of pilots shall not be less than fifty; that this law was adopted in the year 1865, and before the era of large iron steamships carrying the present immense cargoes upon a single bottom, with a comparatively small draught of water, and at a time when the carrying trade of the
5 port of New Orleans was largely carried on in wooden vessels of from six to twelve hundred tons burden; that the rate of pilotage was then established by statute at the rate of three dollars and fifty cents for every foot drawn by any ship or vessel drawing ten feet of water or less, and for all vessels drawing more than ten feet, four dollars and fifty cents for each foot

of draught, and that such has remained the statute rate of compensation up to the present time.

That at the time the said rate of compensation was so established, the number of vessels required to carry on the commerce of the port of New Orleans was so much greater in number than at present, and, consequently, having an aggregate of a much greater number of feet draught, the statute rate of compensation was a fair remuneration for the risk, labor, peril, and skill of the fifty branch pilots appointed to the port of New Orleans; but that since the change in naval architecture, whereby one vessel is now enabled to carry the equivalent of the cargoes of a large number of vessels as constructed and navigated in 1865,
6 and so reduce the total aggregate of draught in feet necessary to carry on the commerce of the port of New Orleans, and at the same time has so largely increased the demand for skill and experience in piloting such large vessels to and from the port of New Orleans, that the statutory compensation which was adequate in 1865 is now inadequate to the fair remuneration of fifty branch pilots at the port of New Orleans; that so manifest had the difficulty of acquiring a fair remuneration for their services as branch pilots became in 1879, that your orators and the said defendants in order that there might be a fair and equal distribution of the profits and emoluments accruing to the said branch pilots from their occupation as pilots; and further, that the damaging influences, contentions, and vexations arising from the constant rivalry among the pilots might be terminated and all cause of complaint put aside; and further, that there might be complete discipline and effectiveness among said pilots,
7 and unity of action, and established rules for the government and deportment of the pilots, that they determined to avail themselves of the provisions of section 2707 of the Revised Statutes of the State of Louisiana, which authorized the duly licensed branch pilots of the port of New Orleans in furtherance of their interests to form themselves into a voluntary private association.

That on the twenty-seventh day of May, 1879, your orators, as well as the said defendants, entered into a solemn agreement among themselves, whereby they agreed to form themselves into a voluntary association, as permitted by said section 2707, and for that purpose entered into a notarial act declaiming that the object and purpose of the association was to mutually protect the common interest of all the parties thereto in their occupation as branch pilots of the port of New Orleans, as guaranteed and secured to them by law; that the association was to commence, and did commence, on the first day of June, under the title and designation of the Branch Pilots of the Port of New Or-
8 leans, the terms thereof to continue and exist for the term

of twenty years from and after that date, unless sooner dissolved in the manner provided for in their articles of association, all of which will more fully and at large appear by a copy of said articles of association, herewith filed and made part of your orators' bill of complaint.

That at the time when they entered into said voluntary association some of the said pilots were the owners of sailing vessels having the statutory requirements for pilot boats, while others were absolutely without any interest or ownership in any such craft or vessel; that at said date some of the parties had equipped themselves with a steam pilot boat, while others possessed sailing vessels which they had navigated as pilot boats; that under the changed condition of navigation and commerce the said pilot boats were inadequate and not well fitted for piloting at the mouth of the Mississippi river; that under and
9 by virtue of the said articles of association, those who owned pilot boats or shares in pilot boats made over to the said association all their property therein, as well as other material necessary for the prosecution of their occupation, to the amount of sixty-three thousand dollars ($63,000;) those who possessed no property to bring into the association agreed to bring in their individual skill and their right and authority as branch pilots, and were, as they earned the money necessary, to pay and make up by deductions from their share of earnings the amount necessary to make them equal owners in the vessels, stock, and property of said association, and thereby severally become duly qualified in all things to conduct and carry on their business. It was further agreed that the said association and the members thereof should act under rules and regulations as to their conduct, to be adopted by their consent, and not contrary to law, and that they and each of them were to give to the association all of his time, skill, attention, and labor, and
10 official right to conduct and carry on the business of piloting, and each one of them, as well your orators as the said defendants, severally bound himself not to enter into or carry on any business of a like nature of piloting on his own account or in conjunction with any other than his said associates, and bound themselves each severally in the penal sum of five thousand ($5,000) dollars and the forfeiture of all his rights and interest in said association to carry out this said stipulation in full faith, and to observe it in all things.

And your orators further show unto your honors that it was, among other things, the agreement and obligation of each of the said associates that all money earned in piloting vessels should be turned into the common fund of the association, and that after deducting expenses, the amount remaining was to be periodically distributed among the members of the association, share

and share, or to be credited to them on their account in
11 payment for their share of the material and stock of said association; and it was further agreed and the obligation of each of the said associates that Richard Francis should be made general agent and manager of said association in New Orleans; that he should attend to the collection of all orders for pilotage paid and collected in New Orleans, and should turn the funds so collected over to said association. And the said associates bound themselves to him by an irrevocable power of attorney to pay him an annual salary of five thousand ($5,000) dollars, and secured the same to him by mortgage on the property of the association, which said mortgage still bears and exists upon their said property.

That on the first day of June, 1879, this association was completed, acknowledged, and ratified by all of the parties at that time acting as pilots, and such of your orators as did not join and become one of the said associates at that time, have, since that date, with the assent of the other parties to said association, made themselves a party to said contract and association,
12 and to all the stipulations and contract obligations therein contained.

And your orators further show unto your honors that from the first day of June, 1879, up to the time when the matters and wrongs hereinafter complained of were committed, said association was conducted and carried on in full faith, and all of its conditions observed, and all of its obligations kept by all of the members of said association; that relying upon the good faith and observance of all of the stipulations and obligations in said contract and association, your orators, in the interest of all of the said associates, and by and with the consent of all, disposed of and sold nearly all of the sailing pilot boats, the former property of said individuals before said association was formed, and afterwards by the terms of said contract, the property of said association; that the reason for the sale of said vessels was that, in the opinion of said associates, it became and was necessary to obtain a steam fleet of pilot boats, which would be
13 independent of wind and tide, and enable the said pilots to, in all things, carry out and perform their duties under all conditions of weather and storm; that this change in the character of pilot boats was made by the said associates in the interest and safety of the commerce of the port of New Orleans, and upon the faith that all of the said associates would observe, carry out, and fulfill their said agreement; that to this end they have, and now possess three steam pilot boats capable of use as pilot boats under all conditions; that in order to accomplish this purpose they were compelled to invest large sums of money, which have not as yet been returned to them from the earnings of said

association, and which, from their expensive character, can only be operated and used by the said pilots associated, but are in all things admirably adapted and economical when used for the association, and for the accommodation of all of said pilots in the performance of their duties; that the possession of said steam fleet is a great source of security to commerce, and in the
14 interest of the safety of life and property, should be continued; but that, if said association is to be destroyed and fall to pieces, it will become a practically useless investment, and will be a loss to commerce.

And your orators further show unto your honors that from the time said association was formed as aforesaid up to the date and time of the wrongful acts of the said defendants, the total earnings of all said pilots was, as required by the said articles of association, massed into one fund; that after the necessary monthly expenses of said association had been deducted therefrom the remaining portion of said earnings was, as it ought to have been, equally divided among all of said associates, and paid over to them severally at the end of each month, or, if not paid over to the individual in full, only such portion of the share of each pilot as he had agreed was reserved as part payment of the sum necessary to make each of said associates equal joint co-owners in said pilot boats, and credited as so much paid on account of his agreed liability therefor; and your orators know or heard of no rea-
15 sonable complaint as to the manner in which said association was conducted, and did believe and had reason to believe that although the diminished draught of water necessary to carry the commerce of the port of New Orleans had made the amount accruing to said association from the pilotage of vessels entering and departing from the port of New Orleans much less than they believed to be a fair compensation, and that therefore made the share to be allotted to each of said associates an indifferent compensation for their skill and risk, yet the same was fairly and equally shared by all said associates, and was in all things fair and just to each of said associates, as the same could be made under the statutory limit of compensation which they could of right demand and receive for pilotage, and well hope that all of said associates would in all things well and truly observe, fulfil, and carry out their said obligations.

But your orators show unto your honors that some time in the month of August, 1882, the said defendant, Robert M. Wilson, and the said defendant, Bernard Michel, contriving to
16 injure your orators, to break up and destroy said association, and by wrong and fraud to gather unto themselves pecuniary benefit and advantage from the observance of said articles of association by the other associates, and by disregarding all of their said obligations on their part, without any reason,

cause, provocation, or excuse, associated themselves together, and respectively not only refused to carry out their said obligation, but commenced and have since that time openly, wilfully, and remorselessly broken and disregarded their said obligation, and have wrought your orators great and serious wrong and injury.

And your orators show unto your honors that to accomplish their own purposes of wrong and injury the said defendants associated together among themselves and with divers other persons, whose names are at present to your orators unknown, and which said confederates, when known, your orators pray permission to make parties defendant to this bill, with proper allegations to charge them herein; and immediately commenced levy-
17 ing war upon the rights and interests of said association and of your orators; that the said defendants refuse to obey the rules and regulations adopted by said association, and refuse to perform any of their stipulations in said contract of association, but instead of desisting from the pilotage of vessels to the injury of said association, the said Michel and, your orators believe, the said Wilson, in disregard of the law in such case made and provided, procured small boats and boarded vessels approaching the port of New Orleans from small boats from shore, such small boats not being in any way connected with any duly authorized pilot boat, and procured the pilotage of a large number of vessels into the port of New Orleans, collecting and receiving for their own use and benefit the pilotage fees due for piloting such vessels, and refused and still refuse to turn said earnings into the general fund of said association to be distributed under said contract; that they have since, as your orators are informed, pretended to have chartered some tug boat,
18 and nominated and called said tug-boat a pilot boat, and have used their utmost endeavor to carry on piloting of vessels and the business of pilotage, either among themselves alone or with others associated with them who are not pilots in all respects, independent of the said association, and have by said means secured the pilotage of a large number of vessels into the port of New Orleans, and have collected and received the pilotage money therefor, and have wrongfully withheld the same from the general fund of said association, and from a fair and just distribution as provided for in said contract of association; that they have carried on said business in utter disregard of the terms and conditions of their said contract, and with the intention to injure and wrong and, if possible, to break up and destroy the said association.

And your orators further show unto your honors that not only have the said defendants committed wrongs and injuries and
19 the violation of their said obligation as aforesaid, but they

have speculated upon the fact that your orators are too honorable to violate the terms of said contract on their part; and while holding out to the world that they are in no manner bound by their said obligation, and are acting independent of said association, and form no part thereof, and well knowing that under and by virtue of the laws governing branch pilots of the port of New Orleans, that any branch pilot piloting any vessel safe from sea has a preference, under the law, in piloting her out to sea again, provided that he or a pilot of the same association be in readiness, and offer his services before the vessel gets below the boarding station at Pass à l'Outre or pilot station at the other passes, and that the law commands the commander of any such vessel to so give such preference, the said defendants have utterly disregarded this law from their view of their own situation and relation to your orators, the provisions of the said statute, and all the obligations of common honesty and good faith;
20 that in order to swell their unlawful profits by the means aforesaid, they themselves, and by their emissaries in the city of New Orleans, approach the masters of vessels which have been safely piloted into the port of New Orleans by your orators as such associates, both before and since the date when the said defendants committed their said breach of said contract of association, and by bribes and other means seduced the masters of said vessels who are under the lawful obligation to permit their said vessels to be piloted to sea by your orators and by said association, and have induced by said unlawful means the masters of a large number of said vessels so piloted into the port of New Orleans by said association, to permit the said defendants to pilot said vessels to sea again, contrary to right, justice, and the statute, and have collected and received and refused to account to said association for the money thus wrongfully and unlawfully obtained, and boastingly say that they have the right to
21 perpetrate said wrong, because though they hold themselves out as not bound by said obligation of association, yet your orators asserting and alleging that they are so bound, ought not to complain, they say, because your orators claim that the said defendants should observe their said obligation, and should be associated with them; and at the same time said defendants assert and hold themselves out as opposition pilots, as they term themselves, meaning thereby that they are piloting in opposition to and against the interests of your orators, and not contributing their earnings to the general fund of said association; that not only have the said defendants been guilty of said wrongs and double dealings, but with a further view to injure, damage, and break up the said association, and to cause and procure the masters of vessels departing from the port of New Orleans to aid them in their scheme, they openly offer and agree

to pilot out of the port of New Orleans vessels piloted into the port of New Orleans by your orators at a rate much
22 below not only a reasonable compensation therefor, but below the rate fixed by the statute, and that since the said defendants have entered upon said career of wrong your orators, in order to secure to themselves their lawful right to outward pilotage of said vessels, have been compelled to compete with the said defendants, and in order to get the masters of said vessels to observe the right and the law, have been compelled either to absolutely lose the outward pilotage of said vessels or to yield and surrender to the master or owners of said vessel a larger rebate and deduction from the said rate of pilotage than offered by the said defendants; that your orators have been compelled to do this for the reason that the outward pilotage by the customs of the port is payable in the city of New Orleans by order of the master of the vessel, who signs, makes, and delivers the order for such pilotage only after said vessel has been piloted outward to the outer edge of the pilotage ground, and that until the vessels outward bound have embarked
23 actually upon their outward bound voyage and are out of the Mississippi river, and your orators can never be certain that the said master will wilfully disregard his obligation and pay the pilotage wrongfully to the said defendants, and that when they do so ascertain the fact, the vessels are beyond the jurisdiction of the courts of the United States, and may never return to the port of New Orleans, and your orators are thereby absolutely remediless at law or in admiralty, and are, therefore, by and through the acts of the said defendants compelled to submit to be plundered by the said frauds and misrepresentations and double dealings of the said defendants; that not only have the said defendants carried on said scheme in the past since their first open breach of the said contract until the damage your orators have suffered far exceeds the sum of two thousand dollars, but they openly threaten to continue the same course of wrong, fraud, and injury, and to subject your orators to continued future loss and wrongs by their acts of fraud, but also threaten to continue the same until they shall have discouraged
24 your orators and absolutely broken up and destroyed said association.

And your orators further show unto your honors, that if the said defendants are permitted to continue their said acts and earn profit to themselves, and inflict damage upon your orators by reason of your orators' observance of said articles of association and the said defendants' flagrant violation thereof, and compel your orators to continue to make in the future like sacrifices and rebates of the statutory remuneration for pilotage, it will have the effect in the near future to absolutely break up and destroy

said association; that all property in the pilot boats and material necessary to carry on the business of piloting is vested in your orators' said association as an association; that if the said association is bankrupted, broken up and destroyed by the means aforesaid, none of your orators will be able to purchase, acquire, or hold said steam fleet of pilot boats as individual property, and the same must be sold and parted with, and go into the
25 possession of persons of capital, who will devote said property to some other purpose in commerce, and the entire means of safely carrying on pilotage by your orators at the port of New Orleans will be broken up, lost, and destroyed, and great and irretrievable loss must thereby happen, and be inflicted not only upon your orators, but upon commerce.

And your orators further show unto your honors, that not only by the Constitution of the United States, but by the laws and acts of Congress, the entire business of the pilotage of vessels in the bays, inlets, rivers, harbors, and ports of the United States, relates to commerce and pertains to the regulations thereof, and is as such confided for its regulation and control to the General Government of the United States.

That your orators hold their rights, unless the rules and statutes which regulate them in the manner of the performance of their duties, and guarantee to them remuneration therefor, although in so far as the port of New Orleans is concerned the said
26 statute was in the first instance adopted by the State of Louisiana; that said adoption is not only by the sufferance and consent of the Congress and the authority of the United States, but, further, that all of said laws are, in fact, the laws of the United States by adoption; that section 4235 of the Revised Statutes of the United States enacts:

"That until further provision is made by Congress, all pilots in the bays, inlets, rivers, harbors, and ports of the United States shall continue to be regulated in conformity with the existing laws of the States respectively wherein such pilots may be, or with such laws as the States may respectively enact for that purpose."

And your orators respectfully insist that by reason and virtue of the said enactment of the Congress of the United States, that the laws of the State of Louisiana, relating to and governing your orators, are and all times since the adoption of the said acts of Congress have been the laws of the United States, made so by direct and unambiguous
27 adoption, and that your orators are regulated and protected and amenable to the laws of the United States, and entitled to full protection in the courts of the United States, by reason of the said legislation, and that it is in all things fit and

proper that the courts of the United States should hold dominant power and right to in all things continue, enforce, and declare the law relating to and governing your orators as pilots, and define and adjudge their rights thereunder as a regulator of commerce, and as an indispensible and paramount right under the Constitution and laws of the United States.

And your orators further show unto your honors that among the varied excuses made and given and held out by the said defendants as pretended justification of their said acts of wrong and fraud, they pretend and aver that although they did enter into said contract of association with your orators, and for a long time observed the same, that they are not bound by said
28 articles of association and their said contract, because they aver and set up that said contract and association, although authorized and permitted by the statutes of the State of Louisiana, is absolutely null and void, because they say the same is in violation of the Constitution of the United States, and particularly in violation of the Thirteenth Amendment thereof, and of other provisions and amendments to the said Constitution, and that they ought not to be held to fulfill and carry out their said contract because the same is illegal, null and void by reason of its conflict with the Constitution and laws of the United States, and have plead the same as a defense in the State courts of Louisiana.

And your orators further show unto your honors that they are remediless by the strict rules of common law, and can only obtain full relief in equity; that they are advised and informed, and therefore aver, that the said contract of association between your orators and the said defendants is in all things legal and
29 valid, and that it is the right of your orators that the said defendants should not only desist from their said frauds and wrongs, and the pursuit of their said unlawful scheme, but that it is the right of your orators to invoke the aid of this honorable court to compel the said defendants to specifically perform and carry out the said agreement of association on their part as they have obligated themselves in their said contract, and that of right they ought to and should be compelled to specifically perform and carry out the same, and to desist from their acts of wrong, and from piloting or attempting to pilot vessels on their own account, and in opposition to your orators and said association, and that they of right should be compelled to carry out said contract and act with and pay into the general fund of the said association, for distribution under the terms of said contract, the result of their earnings and their emoluments as pilots, accruing from the pilotage of vessels into and out of the port of New Orleans.

And your orators further show unto your honors that
30 the said defendants, and each of them, are in all things

insolvent and unable to account to your orators for any profits that may accrue to them, or respond to any damage they may cause your orators.

Forasmuch as your orators can have no adequate relief except in this court, and to the end therefore that the said defendants may if they can show why your orators should not have the relief hereby prayed, and may upon their several corporeal oaths, according to the best and utmost of their several respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answers make to the premises, and to all of the several matters hereinbefore stated and charged, as fully and particularly as if severally interrogated as to each and every of the said matters, and that they may further in like manner full, true, complete, and adequate answer make to such of the following interrogatories to them propounded as shall be stated in a note appended to this bill, to wit:

31 1st. Whether it is not true that you voluntarily signed, executed, and entered into the contract of association set out in this bill of complaint and in the exhibits herewith filed? If yea, when and where?

2nd. Whether it is not true that during or since the month of August, 1882, you have boarded vessels inward bound to the port of New Orleans from a small boat from shore, the small boat not belonging or attached to any regular pilot boat, for the purpose of piloting the vessel so boarded into the port of New Orleans, and have you not piloted vessels so boarded into the port of New Orleans, and received pilotage fees therefor? If yea, state the name of the vessel, the date of such pilotage, and the full draught of the vessel so piloted in, and what disposition you have made of the money so obtained.

3rd. Whether it is not true that you by yourself, or through your agents or emissaries, or both, or by other means have knowingly approached, negotiated with, and obtained the pilotage of vessels outward bound from the port of New Orleans that

32 you knew were piloted into the port of New Orleans by the said association of branch pilots of the port of New Orleans, or by some member of said association for said association, and received either the money as pilotage dues or the order of the master or agent of said vessel for the payment of the pilotage dues for such vessel, and withheld the same, or caused the same to be withheld, from the said association, and converted the same in whole or in part to your own use? If yea, name the vessel, the name of the master of the vessel, and the day and date when you piloted said vessel to sea.

4th. Whether it is not true that you, in order to induce the masters or agents of vessels which were safely piloted into the port of New Orleans by said associated pilots, or by some one of

the associates for the association, to give you the pilotage of said vessel outward from the port of New Orleans and to deprive the said associated pilots of the fees and remunerations therefor, have offered either to pilot said vessel out for less than the stat-
33 ute rate of pilotage due for said vessel, or agreed, the master paying, or agreeing to pay, the full statute rate of pilotage, to pay to the master or agent of the vessel a consideration in money or other thing of value? If yea, name the vessels, the masters, or agents of the vessels and the vessels, whom you have offered to pilot out of the port of New Orleans for less than the statute rate of pilotage, or to whom you have paid or given money or any other valuable thing to induce such master or agent to permit you to pilot said vessel out to sea, and received compensation and pilotage therefor.

And that this honorable court adjudge and decree that the said contract and article of association of your orators between themselves and of the said defendants with your orators and their said associates, and that the said contract and agreement of voluntary association of the said branch pilots of the port of New Orleans is in all things lawful and binding upon the said defendants
34 and upon all of said associates, and that the same is not contrary to but in accordance with the provisions of the Constitution of the United States and the laws of the United States; that the said acts of the Legislature of the State of Louisiana relating to and governing branch pilots and piloting in the port of New Orleans, are in all things lawful and valid, and warrant and authorize the said contract of voluntary association set forth and disclosed in your orator's bill of complaint, and that said acts and laws are all of them in effect the acts and laws of the United States in regulation of commerce, and were, and have been made so by the legislation of the Congress of the United States; that the said defendants and each of them be decreed to desist from the breach of any of the conditions of said articles of association and contract, and be decreed to specifically perform the same.

And that your honors grant unto your orators the most
35 gracious writ of injunction, both provisionally and perpetually, directed to said defendants and each of them their agents, attorney, workmen, associates, confederates, and abettors, commanding them and each of them to desist and refrain from directly or indirectly disregarding, disobeying, or committing a breach of the conditions of the said contract of association, by a continuance of the acts herein complained of, or by conducting, carrying on, or engaging in the business of piloting vessels in or out of the port of New Orleans, for and on their own account, or for and on account of any person or persons, corporation, or corporations, other than the said voluntary association the branch

pilots of the port of New Orleans, set forth and described in this bill of complaint.

And further, that the said defendants, and each of them, and their said attorneys, workmen, associates, aiders and abettors, be both provisionally and perpetually enjoined from resorting to any device or scheme whatsoever, and from offering any reward
36 pecuniary, or other inducement to the owner or master of any vessel, or to any other person connected with, which has heretofore or may hereafter be safely piloted into the port of New Orleans by your orators, or any of them as associates, and associated pilots, to induce or cause, or attempt to induce or cause the said master, owner, or agents of such vessel, to disregard the obligation to permit your orators to pilot said vessel outward to sea on her outward-bound voyage; and from resorting to any means, schemes, or device, to directly or indirectly subject your orators, or any of them, or said association, to any competition or reduction of the statute rate of pilotage, in order to procure the outward pilotage of any such vessel, and from piloting, or attempting to pilot out to sea, any such vessel or vessels of any kind or character, subjected by law to pay pilotage dues for pilotage into or out of the port of New Orleans, when said vessel was piloted into the port of New Orleans by your orators, or any of the said pilots obeying and observing
37 the terms and stipulations of the said contract of association; and that they continue to be so specially enjoined so long as they, the said defendants, or either of them, shall refuse to specifically perform their said contract and their obligation under said contract of association, and that they be perpetually enjoined from setting up and acting under pretended right to so pilot vessels outward, as associates in said contract of association, so long as they continue to defy and disregard the same and refuse to perform the same. And that they be also enjoined from employing, engaging, agreeing, contracting, or arranging with any person or persons whatsoever, to aid or assist them in any manner in the breach of their said obligation and contract as associates, or to assist or attempt to assist them in prevailing upon, or inducing the master of any such vessel to permit them, or either of them, to pilot said vessel out to sea, and from doing any other act or thing, in violation of the terms, conditions, and
38 obligations of the said contract of association set forth and described in this bill of complaint with its exhibit.

Add may it please your honors to make such injunction perpetual by final decree, and to grant unto your orators such other and further relief as to this Honorable Court shall seem meet and shall be agreeable to equity. And may it please your honors not only to grant unto your orators the writ of injunction as well preliminary, provisional and perpetual, as hereinbefore prayed

for, but that your honors also grant and allow unto your orators a restraining order, restraining the said defendants, and each of them, as hereinbefore prayed, until in due course your honors can hear and determine a motion for a provisional injunction *pendente lite* as herein in that behalf prayed.

And may it please your honors to grant unto your orators a writ of subpœna issuing out of and under the seal of this Honorable Court, directed to the said defendants, Robert M. Wilson and Bernard Michel, commanding them respectively by
39 a day certain, and under a certain penalty, to be and appear in this Honorable Court, then and there, to answer the premises, and stand to and abide such order and decree as may be made against them, and your orators will ever pray, etc.

[Signed] J. R. BECKWITH,
Solicitor for Complainants.

[Signed] RICHARD FRANCIS.
Their Attorney-in-fact.

NOTE.—The defendants, and each of them, are required to answer the interrogatories contained in this bill, numbered 1, 2, 3, 4, respectively.

[Signed] J. R. BECKWITH, *Solicitor.*

EASTERN DISTRICT OF LOUISIANA, *ss:*

Robert H. Tilford, being duly sworn, deposeth and saith that he is one of the complainants named in the foregoing bill of complaint, that he knows the contents thereof, and that the matters and allegations therein contained are true as therein set
40 forth, except as to such matters as are therein set forth upon information and belief, and that as to all such matters he verily believes the same to be true as therein set forth.

(Signed) ROBERT H. TILFORD.

Sworn to and subscribed before me this 13th December, 1882.

(Signed) THEO. GUYOL, *N. P.* [SEAL.]

41 Exhibit referred to in and filed with bill of complaint, Dec. 13th, 1882.

42 *Exhibit A,*

Filed with affidavit of R. Francis.

Act No. 90.

Partnership of the Branch Pilots of the Port of New Orleans, May 27, 1879.

STATE OF LOUISIANA, }
Parish of Orleans, City of New Orleans. }

Be it known that on this, the twenty-seventh (27th) day of May, in the year of our Lord one thousand eight hundred and

seventy-nine, and of the independence of the United States of America the one hundred and third, before me, Joseph A. Quintero, a notary public, duly commissioned and qualified in and for the parish of Orleans, in the State of Louisiana, domiciliated in said parish, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Richard Francis, Esq., of lawful age, and a resident of the parish of Plaquemines, in the State of Louisiana, but at the time of the execution of these presents temporarily present in this city of New Orleans, herein acting as the agent and attorney in fact of and for William T. Levine, Charles W. Read, William F. Higgins, John McLaughlin, George A. Falconi, Joseph Smith, John Ervine, Robert M. Wilson, Asa A. Douglass, Charles Dennis, Philip Wuertz,
43 Thomas D. Lewis, Daniel B. Morgan, Joseph Preble, Robert H. Tilford, Gustave Gersdorf, Francis Bailey, Oscar Schultz, Walter Jarvis, Thomas Craig, John F. Gersdorf, Edward Breen, John Ahern, William E. Pendleton, *Huttcher*, Benjamin S. Ames, Peter Douhan, Bernard Michell, Francis Lory, Charles S. Clark, Edward C. Bannon, Francis Williams, Nathaniel L. Cloutman, Thomas Wilson, James W. Lyons, William B. Turley, and James Redman, all of whom are of lawful age and residents of the said parish of Plaquemines, in the State aforesaid, as such constituted under a power of attorney executed on the 20th day of May, 1879, duly acknowledged before me, notary, on the 24th day of May, 1879, and hereto annexed for reference, which said appearer, acting in his said capacity, declared that by virtue of the power and authority vested in him as agent and attorney in fact aforesaid, he does by these presents enter and form his said constituents into a partnership for the objects and purposes hereinafter expressed and set forth, said partnership to be governed and regulated by the following articles, to wit:

Article First.

That said partnership shall be known and designated as "the Branch Pilots of the Port of New Orleans, Louisiana," and its domicil is hereby fixed and established at the said city of New Orleans, in the State of Louisiana.

44 *Article Second.*

The objects and purposes of the said partnership shall be to mutually protect the common interest of the said partners thereto in the pursuance of their profession as branch pilots of the port of New Orleans, in the State of Louisiana.

Article Third.

The business of the said partnership shall be a general piloting business, to be exercised principally in the piloting of ves-

sels, steamships, ships, schooners, and brigs of all descriptions over the bar and through the various passes at the mouth of the Mississippi river, and whether said vessels be returning from or going to sea, and generally any and every other thing to said business properly belonging and appertaining.

Article Fourth.

The said partnership shall begin and commence on and after the first day of June, in the year eighteen hundred and seventy-nine, and shall continue and exist for the space and term of twenty years from that date, unless sooner dissolved in the manner hereinafter provided for.

Article Fifth.

The capital stock of the said partnership is hereby fixed at the sum of sixty-three thousand dollars, ($63,000,) consisting
45 of certain vessels which have been purchased for the purposes of this partnership by the respective members thereof, and herein contributed by them respectively to form the capital stock of this partnership, and which said vessels, contributed as aforesaid, have, for the purposes of this act, been mutually valued and appraised as follows, to wit:

1st.	Jennie Wilson,	valued at	$22,000
2d.	Haze,	"	10,000
3d.	Nellie,	"	7,000
4th.	Ella,	"	5,000
5th.	Charles Morgan,	"	7,000
9th.	Oriental,	"	6,000
7th.	Sam Houston,	"	2,400
8th.	Sylph,	"	1,000
9th.	General Jackson,	"	1,800
10th.	Lone Star,	"	800
	Total		$63,000

Which said capital stock is divided into as many contributions as there are members of this partnership, viz., thirty-eight, so as to make the contribution of stock of each partner equal and uniform, and in dollars and cents amount to the sum of one thousand six hundred and fifty-seven dollars and eighty-nine and one-half cents, ($1,657.89½,) and which said capital stock, divided as above set forth, has been contributed by the said partners in the manner following, to wit: the said Robert M.
Wilson, Thomas Wilson, John McLaughlin, John F.
46 Gersdorf, Thomas Craig, Francis Lory, and Joseph Redman have contributed their proportion and share of said

capital stock, viz., the said sum of one thousand six hundred and fifty-seven dollars and eighty-nine and one-half cents (1,657.89½) each in cash, current money of the United States, the receipt whereof by said agent is hereby acknowledged, and full acquittance therefor granted; said Francis Bailey, in part payment of his share of said capital stock, has contributed cash, in current money of the United States, at and before the execution of these presents, the full sum of one thousand and forty-three $\frac{57}{100}$ dollars, ($1,043.57,) and for the balance has issued his note for the sum of six hundred and fourteen 32½-100 dollars, ($614.32½;) said William T. Levine, Joseph Preble, Nathaniel L. Cloutman, Francis Williams, William F. Higgins, and Robert H. Tilford, in part payment of their share of said capital stock, have contributed in cash, current money of the United States, at and before the execution of these presents, the full sum of eight hundred and thirty-three 33⅓ dollars, ($833.33⅓,) and for the balance have issued their separate notes each for the sum of eight hundred and twenty-four 56⅙ dollars, ($824.56⅙;) said James W. Lyons, Asa A. Douglass, Thomas D. Lewis, Walter Jarvis, and Thomas Craig, in part payment of their share of said capital stock, have contributed each in cash, current money of the United States, at and before the execution of these presents, the full sum of one thousand one hundred and sixty-six dollars and sixty-six and two-third cents, ($1,166.66⅔,)
47 and for the balance of said stock have issued their separate notes each for the sum of four hundred and ninety-one dollars and twenty-two and one-third cents ($491.22⅓;) said Harry Buttcher, Peter Douhan, Joseph Smith, Philip Wuertz, and Oscar Schultz, in part payment of their share of said capital stock, have contributed each, cash, in current money of the United States, at and before the execution of these presents, the full sum of twelve hundred dollars ($1,200.00,) and for the balance have made and issued their separate notes each for the sum of four hundred and fifty-seven dollars and eighty-nine and one-half cents ($457.89½;) said Charles Dennis, Daniel B. Morgan, and Gustave Gersdorf, in part payment of their share of said capital stock, have contributed each, cash, in current money of the United States, at and before the execution of these presents, the full sum of eight hundred dollars, ($800.00,) and for the balance have issued their separate notes, each, for the sum of eight hundred and fifty-seven dollars and eighty-nine and one-half cents ($857.89½;) said Benjamin S. Ames, in part payment of his share of said capital stock, has contributed in cash, current money of the United States, at and before the execution of these presents, the full sum of one thousand dollars, ($1,000,) and for the balance has issued his note for the sum of six hundred and fifty-seven dollars and eighty-nine and one-half cents, ($657.89½;)

said Robert T. Wilson, in part payment of his share of said capital stock, has contributed in cash, current money of the United States, at and before the execution of these presents, the
48 full sum of eight hundred dollars, ($800.00,) and for the balance has issued his note for the sum of eight hundred and fifty-seven dollars and eighty-nine and one-half cents, ($857.89½;) and said Charles W. Reade, George A. Falconi, John Ervine, Edward Breen, John Ahern, William E. Pendleton, Bernard Michell, Charles S. Clark, and Edward C. Bannon, and William B. Turley, in payment of their respective shares of said capital stock, have issued their respective notes, each, for the sum of one thousand six hundred and fifty-seven dollars and eighty-nine and one-half cents, ($1,657.89½.) All of which said notes, as herein respectively issued, have been drawn by said Richard Francis as agent of said parties respectively, and are all dated at this city of New Orleans of even date herewith, payable each in one year after date, bearing eight per cent. interest per annum from maturity until paid, and have been officially paraphed by me, notary, for identification herewith, and then delivered to said Richard Francis, who, as hereinafter provided for, is constituted the general agent and manager of said partnership, and who hereby acknowledges the receipt thereof, as well as of said cash money herein contributed above set forth, and grants full acquittance and discharge therefor. And the contribution of each partner is to remain intact during the continuance of this partnership.

Article Sixth.

The respective interest and liability of each partner,
49 as between themselves in and to the profits and losses of this partnership, shall be equal and uniform, and shall be borne and partaken of by each partner, share and share alike.

Article Seventh.

In addition to the capital contributed, each partner shall bring to the business of their said firm all of his time, skill, influence, attention, and labor, and no partner shall have the right to enter into or carry on any business of a like nature with the business of this partnership, whether for his own account or in conjunction with others, said partners being bound to the provisions of this article in the penal sum of five thousand dollars each, and forfeiture of all right, title, and interest in this partnership.

Article Eighth.

Proper and customary books of accounts of the business of this partnership shall be kept, showing exact and just entries of all

business transactions, all stock in trade, all profits and losses, and all debits and credits of each partner; to which books of accounts each partner shall at all times, either individually or by any duly authorized representative, have free and easy access. Twice a year, or oftener if agreed upon, an account of stock shall be taken; books shall be properly balanced, profits and losses declared, and the same carried to the debit or credit of each
50 partner, as the case may be.

Article Ninth.

One-half of all the net profits of this partnership due to any member thereof who shall not have paid his contribution of stock in cash and who shall have given notes in payment or part payment thereof, shall be reserved by this partnership and credit given such partners on the back of said notes accordingly—reserving, however, to each partner the right to take up and pay such notes before the maturity thereof; and in case one-half of said net profits, reserved as aforesaid, shall prove insufficient to extinguish and cancel the indebtedness evinced by said notes, then this partnership binds itself to renew the same until such time as said profits shall so cancel and extinguish the same. All other net profits of this partnership shall be divided monthly among the members thereof.

Article Tenth.

Said Richard Francis is hereby made the general agent and manager of said partnership, and empowered to transact and manage the office business of the same, receive and accept service of all citations and other legal proceedings, to sue and be sued, and stand in judgment for or against this partnership, and employ, discharge, and pay counsel. For the faithful performance of his duties he shall receive an annual salary of five
51 thousand dollars, ($5,000.00,) payable monthly, to be secured by mortgage to be forthwith executed by this partnership, and shall execute a bond, with good and solvent security, at the same time that said mortgage shall be granted to him, said bond to be for the sum of ten thousand dollars, ($10,000.00,) and to be conditioned on the faithful performance of the duties of his office.

Article Eleventh.

The said partnership shall have the right to establish such rules, regulations, and by-laws for the observance and performance of these articles of partnership as they may deem fit and proper, provided the same do not conflict with the provisions of this act and are not contrary to law.

Article Twelfth.

In case of the death of any member of this partnership, his heirs or legal representatives shall be settled with in full, and the partnership continued and conducted for account of the surviving partners; and in making said settlement consideration shall be given to the value of said capital stock at the time of such decease, and to the individual account of such deceased member with said partnership.

Thus done and passed, at my office in this city of New Orleans, in the presence of Frederick Zengel and William R. Richardson, witnesses of lawful age and domiciliated in this city, who
52 sign these presents with said appearer and me, notary, on the day and date aforesaid.

(Original signed)	Richard Francis, Agent.
"	F. Bailey.
"	Charles Dennis.
"	Thomas Wilson.
"	Chas. S. Clark.
"	W. B. Finley.
"	Robert T. Wilson.
"	Francis Lory.
"	Wm. E. Pendleton.
"	A. A. Douglas.
"	Robt. M. Wilson.
"	Fred. Zengel.
"	W. R. Richardson.
"	Joseph A. Quintero, Not. Pub.

PILOT TOWN, PARISH OF PLAQUEMINES, LA.,
May 20th, 1879.

Be it known to all whom it may concern that we, the undersigned, members of the firm known as the Branch Pilots for the port of New Orleans, State of Louisiana, have made, appointed, and constituted, and that we do by these presents make, constitute, and appoint Capt. Richard Francis, of the parish of
53 Plaquemines, our special agent and attorney in fact, for us and in our names and behalf to make, sign, and execute our promissory notes for such sum or sums of money as may be found due to or by us, individually, separately, or collectively, in our firm right, on account of our individual or private and separate shares as partners in said firm or partnership, for such sum or sums as may be found by him, as our agent or special attorney, due us by said firm, or due by us to said firm on account of vessels sold by us to said firm, or on account of our individual or

personal shares respectively in the joint stock of said partnership; provided, that in no case shall our individual or separate liability be contracted for more than sixteen hundred and fifty-seven and eighty-nine 9-18 dollars; and provided further, that said notes shall not draw a greater percentage of interest from maturity than eight per cent. per annum. The said Richard Francis is further specially authorized by these presents to sign the articles of partnership of the undersigned, for us and in our names, as soon as drawn up by Joseph Quintero, not. public in and for the parish of Orleans, State of Louisiana, holding ourselves individually and collectively bound by all his acts in the premises to all intents and purposes as fully and perfectly as we could bind ourselves were we personally present acting in the premises for ourselves.

54 (Originally signed) William T. Levine.
" C. W. Read.
" Wm. F. Higgins.
" John McLaughlin.
" Geo. A. Falconi.
" Joseph Smith.
" R. M. Wilson.
" A. A. Douglass.
" Charles Dennis.
" Philip Wuertz.
" Thos. D. Lewis.
" B. Morgan.
" Jos. Preble.
" Robt. H. Tilford.
" Gustave Gersdorf.
" Francis Bailey.
" Oscar Schultz.
" Walter Jarvis.
" Thos. Craig.
" John F. Gersdorf.
" Edward Breen.
" John Ahern.
" Wm. E. Pendleton.
" Henry Buttcher.
" Benjamin S. Ames.
" Peter Douhan.
" Bernard Michell.
" Francis Lory.
" Chas. V. Clark.
55 " E. C. Bannon.
" Francis Williams.
" N. L. Cloutman,
per Jos. Preble.

(Originally signed) Thos. Wilson.
" James W. Lyons,
per A. A. Douglas.
" Jas. Redman.
" William Turley.

STATE OF LOUISIANA, }
Parish of Orleans. }

Frederick Zengel and John W. Westerfield, of lawful age, being duly sworn according to law, depose and say: That all of the above and foregoing signatures to the within power of attorney were signed and affixed by the aforesaid parties signing the same respectively in the presence of said deponents, and that they, said deponents, have, as such witnesses, subscribed to the same. Deponents further say, that said parties to said power of attorney did execute and sign the same of their own free will and accord, for the purposes therein specified.

(Signed) FRED. ZENGEL.
" J. W. WESTERFIELD.

Sworn to and subscribed before me, this 24th of May, 1879.
(Signed) JOSEPH A. QUINTERO,
Not. Pub.

56 STATE OF LOUISIANA, }
City of New Orleans. }

I hereby certify that the foregoing is a true and correct copy of the original act on file in, and belonging to, the records of my office, as also of the special power of attorney annexed to and made part of said act.

In faith whereof, I hereunto affix my name and seal of office, this 31st day of January, 1881.

[SEAL] (Signed) M. VOORHIES,
Custodian Notarial Records.

Ratification of Act of Francis, in Exhibit A.

Known all men by these presents, that whereas we, William T. Levine, Charles W. Read, William F. Higgins, John McLaughlin, George A. Falconi, Joseph Smith, John Ervine, Robert M. Wilson, Asa A. Douglas, Charles Dennis, Philip Wuertz, Thomas D. Lewis, Daniel B. Morgan, Joseph Preble, Robert H. Tilford, Gustave Gersdorf, Frank Bailey, Oscar Sehultz, Walter Jarvis, Thomas Craig, John F. Gersdorf, Edward Breen, John Ahern, William E. Pendleton, Harry Buttcher, Benjamin S. Ames, Peter Douhan, Bernard Michell, Francis Lory, Charles S. Clark, Edward C. Bannon, Francis Williams, Nathaniel

L. Cloutman, Thomas Wilson, Robert T. Wilson, James W. Lyons, William B. Turley, and Joseph Redman, all residents of the Parish of Plaquemines, in the State of Louisi-
57 ana, have, by a power of attorney executed by us, respectively, on the 20th day of May, 1879, constituted and appointed Richard Francis, of said parish and State, to represent and act for us in forming and entering us in a partnership known and designated as "The Branch Pilots of the Port of New Orleans, Louisiana," and which partnership has been executed by our said agent by public act before Joseph A. Quintero, a notary public in the city of New Orleans, on the 27th day of May, A. D. 1879.;

And whereas, in executing said act of partnership aforesaid, our said agent did, in his official capacity, sign and execute for us certain notes in payment and part payment of our contribution of the capital stock of said partnership;

And whereas, the capital stock of said partnership consists of certain vessels purchased by us in equal proportion, for the purpose of said partnership;

And whereas, in the purchase of the schooner "Haze," one of said vessels aforesaid, our said agent, representing all of us, with the exception of Thomas Wilson, John McLaughlin, John F. Gersdorf and Thomas Craig, did execute a certain note for the sum of three thousand three hundred and sixty-eight 42-100 dollars, representing the unpaid portion price of said vessel, and did secure the payment by mortgage and vendor's lien on said vessel;

And whereas, in the purchase of the schooner "Nellie,"
58 our said agent, representing and acting for all of us, except, however, Frank Bailey, did assume the payment of certain mortgages recorded against said vessel, amounting to the sum of five thousand nine hundred and fifty-six 43-100 dollars (5,956.43) as part of the purchase price of said vessel;

And whereas, we, said hereinabove named parties, have, at the time of the execution of these presents, full and personal knowledge and cognizance of all the acts and deeds done and performed by our said agent in our behalf, as set forth herein, viz.: 1st. Executing notes for us in payment of our share of the capital stock of said partnership, which notes we have seen and are familiar and acquainted with as to the amounts, time of payment, interest, etc.; 2d. Executing for us, and in our behalf, a note for $3,368.42, representing the unpaid portion of the purchase price due by us (with the exceptions above set forth) in purchasing said schooner "Haze," and securing the payment of said note by vendor's lien and mortgage on said schooner; 3d. Assuming, for us and in our behalf, the payment of certain mortgage claims recorded against the schooner "Nellie," amounting to the sum

of $5,956.43, and which assumption represents part of the purchase price due by us in purchasing said schooner "Nellie;" and lastly, and generally, all other acts and deeds done and performed by our said agent in and the foregoing premises.

Wherefore, the premises considered, we, said hereinbefore named and undersigned parties, do hereby confer upon
59 said Richard Francis, whom we recognize and constitute by these presents our said agent and attorney in fact, for us and in our names and behalf, full power and authority, 1st. To sign and execute, for us and in our names, as agent, the notes signed and executed by him as aforesaid, in payment of our share of the capital stock of said partnership, of which we have personal cognizance as aforesaid, having, at the execution of these presents, seen and examined said notes, and finding them correct; 2d. To execute said note for $3,368.42, representing the unpaid portion of the purchase price due by us (with the exceptions above set forth) of said schooner Haze, and securing the payment of said note by mortgage and vendor's lien on said schooner; 3d. To assume the payment of said mortgage claim of $5,956.43, representing part of the purchase price due by us in purchasing said schooner "Nellie;" and generally to do and perform all other things, acts and deeds requisite and necessary to be done in and about the premises, as fully, amply, and effectually, to all intents and purposes, as we ourselves might or could if personally present and acting, hereby ratifying and confirming all that our said agent, Richard Francis, shall have done, as herein set forth, or may hereafter do by virtue hereof, and especially ratifying and confirming Article Tenth of said partnership, whereby said Richard Francis is made the general agent and manager of said partnership, in all of its clauses and conditions.

60 In witness whereof, we have hereunto set our hands, at the said parish of Plaquemines, on this, the fourth day of June, 1879.

(Original signed)	Chas. W. Read.
"	Philip Wuertz.
"	Walter Jarvis.
"	Gustave Gersdorf.
"	Charles Dennis.
"	Geo. A. Falconi.
"	Thos. Craig.
"	John Ervine.
"	Jos. Redman.
"	Edward Breen.
"	Wm. E. Pendleton.
"	A. J. Puiz.
"	A. A. Douglass.

	(Originally signed)	John F. Gersdorf.
	"	Wm. F. Higgins.
	"	F. Bailey.
	"	W. T. Levine.
	"	B. Michell.
	"	N. L. Cloutman.
	"	Jos. Preble.
	"	John Ahern.
	"	D. B. Morgan, per J. R.
	"	Thos. Wilson.
	"	Peter Douhan.
	"	Henry Buttcher.
61	"	B. S. Ames.
	"	Chas. S. Clark.
	"	Robt. M. Wilson.
	"	Oscar Schultz.
	"	Robt. H. Tilford.
	"	John McLaughlin.
	"	Francis Lory.
	"	Joseph Smith.
	"	Thos. Lewis.
	"	Francis Williams.
	"	E. C. Bannon.
Witnesses:	(Signed)	Jas. Butler.
		J. W. Westerfield.

STATE OF LOUISIANA,
Parish of Orleans.

John W. Westerfield, of lawful age, being duly sworn according to law, deposes and says that all of the above and foregoing signatures to the within power of attorney were signed and affixed by the aforesaid parties signing the same respectively in the presence of said deponent, and that he, said deponent, has, as such witness, subscribed to the same.

Deponent further says that said parties to said power of attorney acknowledged, respectively, to deponent, that they, said parties to said power of attorney, did execute and sign the same of their own free will and accord, for the purposes therein specified.

(Signed) J. W. WESTERFIELD.

Sworn to and subscribed before me, this 7th day of June, 1879.

(Signed) JOSEPH A. QUINTERO,
Not. Pub.

62 STATE OF LOUISIANA,
Parish of Orleans.

I hereby certify that the foregoing is a true and correct copy

of the original on file in and belonging to the records of my office.

In faith whereof, I hereunto affix my hand and seal of office, this 31st day of January, A. D. 1881.

[SEAL.] (Signed) M. VOORHIES,
Custodian Notarial Records.

Exhibit B,

Filed with Affidavit of R. Francis.

STATE of LOUISIANA, EXECUTIVE DEPARTMENT,
NEW ORLEANS, *May 29th*, 1875.

To Mr. HIRAM FOLLETT,
Branch Pilot, New Orleans:

SIR: Upon the official report of the board of examiners that your commission as branch pilot was issued in error, and not in compliance with sections 2686 and 2702, Revised Statutes, your commission as branch pilot of the port of New Orleans has this day been revoked.

63 Given under my hand and the seal of State, hereto affixed, this twenty-ninth day of May, A. D. 1875, and of the Independence of the United States the ninty-ninth.

[L. S.] W. P. KELLOGG.

By the Governor:
N. DURAND,
Asst. Secretary of State.

STATE OF LOUISIANA.
Office of the Secretary of State.

I, the undersigned, Secretary of State of the State of Louisiana, do hereby certify the above to be a true copy of the original duly recorded in book styled "Book of Proclamations and Messages of W. P. Kellogg as Governor of the State of Louisiana," page 554.

Given under my signature and the seal of the State of Louisiana, at the city of New Orleans, this twenty-sixth day of November, in the year of our Lord one thousand eight hundred and eighty, and the one hundred and fifth year of the Independence of the United States of America.

[SEAL.] (Signed) OSCAR ARROYO,
Asst. Secretary of State.

64 *Rule nisi and restraining order entered and filed December* 20, 1882.

United States Circuit Court, Fifth Circuit, Eastern District of Louisiana.

WILLIAM T. LEVINE *et al.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

Order.

Considering the bill of complaint and exhibits, it is ordered that the said defendants, Robert M. Wilson and Bernard Michel, do show cause on the 13th January, 1883, at eleven o'clock a. m. why the injuction *pendente lite* in this cause shall not be granted as prayed for in said bill of complaint.

And it is further ordered that the said defendants, Robert M. Wilson and Bernard Michel, and each of them, be jointly and severally restrained, they and each of them, their servants, agents, attorneys, workmen, associates, confederates, and abettors, from resorting to any device or scheme whatsoever, from offering rewards, pecuniary or other inducement, to the owner or
65 owners or any master of any vessel, or to any other person connected with or managing the affairs of any vessel which has heretofore or may hereafter be safely piloted into the port of New Orleans by the complainants in said bill or any of them as associates and associated pilots; or to induce or attempt to induce or cause the master, owner, or agent of any such vessel to disregard the obligation to permit said complainants as associated pilots to pilot such vessel outward to sea on her outward-bound voyage, or resorting to any means, scheme, or device to directly or indirectly subject the said complainants or any of them or said association to any competition or reduction of the statute rate of pilotage in order to procure the outward pilotage of any vessel which they or any of them, the said complainants, may have safely piloted into the port of New Orleans from sea, and from attempting to pilot out to sea any vessel or vessels of any kind or character subjected by law to pay pilotage dues for pilotage into or out of the port of New Orleans by said complainants,
66 or any of said pilots obeying and observing the terms and stipulations of the contract of association set forth in said bill of complaint and exhibits; and that they continue so specially restrained until the final hearing and determination of the said motion for injunction *pendente lite*, or so long as they, the said defendants, or either of them, shall refuse to specifically perform the said contract of association set forth in said bill of complaint and exhibits, and shall claim, or pretend to act independent of said asso-

ciation, for, or on account of them, or either of them, and so long as they shall violate, or carry on the business of piloting independently of and in opposition to said complainants as associated pilots, known as Branch Pilots of the Port of New Orleans, as set out in said obligation, and from employing, engaging, agreeing, contracting, or arranging with any person or persons whatsoever to aid or assist them in any manner in the breach of the conditions of this restraining order, or to attempt to assist, or assist them in prevailing upon or inducing the master of
67 any vessel safely piloted into the port of New Orleans, by the said complainants, to permit them, the said defendants, or either of them, to pilot said vessel out to sea on her outward bound voyage, and from doing any other act or thing in violation of the terms and conditions of this restraining order, Dec. 20, 1882.

(Signed) EDWARD C. BILLINGS, *Judge.*

Restraining Order.

To Robert M. Wilson and Bernard Michel. Issued December 20, 1882.

UNITED STATES OF AMERICA:

Circuit Court of the United States, Fifth Judicial Circuit and Eastern District of Louisiana.

WILLIAM T. LEVINE, *et als.*, *vs.* ROBERT M. WILSON, *et al.* } No. 10102.

The President of the United States, to Robert M. Wilson and Bernard Michel, and each of you, greeting:

Whereas, it has been represented to us in our said circuit court on the part of William T. Levine and others, in a bill in equity lately exhibited against you and each of you, touch-
68 ing certain matters and things therein set forth; and, whereas, the Honorable Edward C. Billings, one of the judges of our said court upon due consideration thereof, has made and allowed an order in said cause whereby you, and each of you are required to show cause on the 13th day of January, 1883, why an injunction should not issue as prayed for in said bill of complaint; and, whereas, the said judge has granted and allowed an order restraining you and each of you immediately and forthwith and during the pendency of said motion for an injunction to the full extent and effect as prayed for in said bill of complaint. Now, therefore, in consideration of the premises and of the allegations in said bill contained, you, the said Robert M. Wilson and Bernard Michel, and each of you, your agents, attorneys, associates, confederates, abettors, and servants, and

each of you are hereby commanded and strictly enjoined under the penalty of the law, that you and each of you absolutely refrain and desist from resorting to any device or scheme whatsoever,
from offering rewards, pecuniary or other inducement, to
69 the owner or owners or any master of any vessel, or to
any other person connected with or managing the affairs of any vessel which has heretofore or may hereafter be safely piloted into the port of New Orleans by the complainants in said bill, or any of them as associates or associated pilots, or to induce or cause the master, owner or agent of any such vessel to disregard their obligations to permit said complainants as
[SEAL.] associated pilots to pilot such vessel outward to sea on
her outward bound voyage, or resorting to any means, scheme, or device to directly or indirectly subject the said complainants or any of them, or said association, to any competition or reduction of the statute rate of pilotage in order to procure the outward pilotage of any vessel which they or any of them, the said complainants, may have safely piloted into the port of New Orleans from sea; and from attempting to pilot out to sea any vessel or vessels of any kind or character subjected by law to pay pilotage dues for pilotage into
or out of the port of New Orleans, when said
70 vessel was piloted into the port of New Orleans by
said complainants, or any of said pilots, being and observing the terms and stipulations of the contract of association set forth in said bill of complaint and exhibits. And that you and each of you continue so specially restrained until the final hearing and determination of the said motion for injunction *pendente lite*, or so long as you or either of you shall refuse to specifically perform the said contract of association set forth in said bill of complaint and exhibits, and shall claim or pretend to act, independent of said association, for or on account of you or either of you, and so long as you or either of you shall violate or carry on the business of piloting, independently of and in opposition to said complainants as associated pilots, known as Branch Pilots of the port of New Orleans; and from employing, engaging, agreeing, contracting, or arranging with any person or persons whatsoever to aid or assist you or either of you in any manner in the
breach of the conditions of this restraining order, or to at-
71 tempt to assist them in prevailing upon or inducing the
master of any vessel safely piloted into the port of New Orleans by the said complainants to permit you or either of you to pilot said vessel out to sea on her outward bound voyage, and from doing any other act or thing in violation of the terms and conditions of this restraining order.

And that you, the said Robert M. Wilson and Bernard Michel, and each of you, your agents, attorneys, associates, confederates,

abettors, and servants, and each of you remain so inhibited and restrained until the further order of our said court in the premises.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this twentieth
[SEAL] day of December, in the year of our Lord one thousand eight hundred and eighty-two.

(Signed) F. A. WOOLFLEY,
Clerk.

Marshal's Return.

72 Received Dec. 21st, 1882, by the U. S. Marshal, and on the 23d day of the same month and year I served a true copy of within restraining order on the defendants herein, Mr. R. M. Wilson, by leaving the same at his domicile at Port Eads, Ph. of Plaquemine, 110 miles distance from the city of New Orleans, by leaving the same at said domicile in the hands of Mrs. Jane Wilson, an adult person, living and residing at said domicile, who informed me that she was the wife of the defendant, the said R. M. Wilson, being absent at the time of service.

(Signed) DAN. A. ROSE,
Dy. U. S. Marshal.

On the 23d day of the same month and year I served a true copy of the within restraining order on the defendant herein, Mr. Ben. Michel, by leaving the same at his [—] at Port Eads, p'h of Plaquemine, 110 miles distance from the city of New Orleans, by leaving the same at said domicile in the hands of Mrs. Laura Michel, an adult person, living and residing at said domicile, who informed me that she was the wife of the defend-
73 ant, Ben. Michel, he being absent at the time of service.

(Signed) DAN. A. ROSE,
D'y U. S. Marshal.

Subpœna in Chancery to Bernard Michel. Issued December 20th, 1882.

UNITED STATES OF AMERICA:

The President of the United States to the Marshal for the Eastern District of Louisiana, Greeting:

You are hereby commanded to summon Bernard Michel to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of February, 1883, then and there to answer a bill in chancery filed against him and another, wherein William T. Levine and others are complainants and said Bernard Michel and another are defendants. Herein fail not, and have

you then and there this writ, with your endorsement thereon how youh ave executed the same.

74 Witness, the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 20th day of December, in the year of our Lord one [SEAL] thousand eight hundred and eighty-two, and the 107th year of American Independence.

(Signed) F. A. WOOLFLEY, *Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court, on or before the first Monday of February, 1883, otherwise the bill may be taken *pro confesso.*

(Signed,) F. A. WOOLFLEY, *Clerk.*

Marshal's Return.

Received December 21, 1882, by the United States Marshal, and on the 23d day of December, 1882, I served a true copy of the within subpœna in chancery on Ben. Michel, Esq., defendant herein, by handing the same to his wife, Mrs. Laura Michel, at his domicile at Port Eads, Louisiana, 110 miles from the city of New Orleans, said Michel being absent at the time of

75 service.

(Signed) DAN A. ROSE,
D'y U. S. Marshal.

Subpœna in chancery to Robert M. Wilson, issued December 20th, 1882.

UNITED STATES OF AMERICA:

The President of the United States to the Marshal for the Eastern District of Louisiana, greeting:

You are hereby commanded to summon Robert M. Wilson to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of February, 1883, then and there to answer a bill in chancery filed against him and another, wherein William T. Levine and others are complainants and said Robert M. Wilson and another are defendants.

Herein fail not and have you then and there this writ with your endorsement thereon how you have executed the

76 same.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 20th day of December, in the year of our Lord one [SEAL] thousand eight hundred and eighty-two, and the 107th year of American independence.

(Signed) F. A. WOOLFLEY, *Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of February, 1883; otherwise the bill may be taken pro confesso.

(Signed) F. A. WOOLFLEY, *Clerk.*

Marshal's Return.

Received Dec. 21st, 1882, by the U. S. marshal, and on the 23d day of the same month and year I served a true copy of the within subpœna in chancery on the defendant herein, R. M. Wilson, Esq., by leaving the same at his domicile at Port
77 Eads, p'h of Plaquemine, 110 miles distance from the city of New Orleans, by leaving the same at said domicile in the hands of Mrs. Jane Wilson, an adult person living and residing at said domicile, who informed me that she was the wife of the defendant, R. M. Wilson being absent at the time of service.

(Signed) DAN A. ROSE,
D'y U. S. Marshal.

Rule for Contempt.

Entered and filed January 2d, 1883.

WILLIAM T. LEVINE *et al.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

And now come the said complainants, by J. R. Beckwith, their solicitor, and makes known unto the court that the defendant, Robert M. Wilson, is in contempt of the authority and order of this court in this: that having full knowledge of, and having been duly served with, the subpœna and restraining order issued in this cause, the said Wilson did, in defiance thereof, pilot out to sea on the 2d day of January, 1883, the steamship
78 Cypress, bound outward from the port of New Orleans, he, the said Wilson, then and there well knowing that the said Cypress, when she entered the port of New Orleans on her said voyage, was safely piloted into the said port by the complainants as said association pilots. Wherefore they pray that the said Robert M. Wilson be ordered to show cause on Friday, the 5th Jan'y, 1883, at eleven o'clock a. m., if any he can, why he shall not be attached and punished for his said contempt of the authority and orders of this court.

(Signed) T. V. COUPLAND, *D'y Clerk.*

Marshal's Return.

Received Jan, 3, 1883, by the U. S. Marshal, and on January 3d, 1883, served a true copy of the within rule on Rob't M. Wil-

son, def't, by handing the same to him in person in the city of New Orleans.

(Signed) E. S. CURRY,
D'y U. S. Marshal.

Affidavit of Joseph Smith, offered by complainants on hearing
79 *of Rule of Contempt. Filed January 5th,* 1883.

Circuit Court of the United States for the Eastern District of Louisiana.

WM. T. LEVINE ET AL.
vs.
ROBERT M. WILSON. } No. 10102.

EASTERN DISTRICT OF LOUISIANA, *ss:*

Joseph Smith being duly sworn, deposeth and saith that he is one of the plaintiffs in this cause, and one of the Associated Branch Pilots of the port of New Orleans set forth and named in the bill of complaint herein; that on or about the 10th day of December, 1882, the British steamship Cyprus entered the port of New Orleans from some foreign port or place; that when she reached pilotage ground, off the mouth of Mississippi river, she was spoken, boarded, and piloted into the port of New Orleans by Peter Douham, one of the said association, for said association; that said vessel was safely conducted into port to the satisfaction of the master thereof; that after said vessel was laden and
80 ready for her voyage outward; that deponent went on board of said vessel at the port of New Orleans on or about the 23d day of December, A. D. 1882, and informed the master of said vessel that he was one of the association of pilots who piloted said vessel into port, and tendered his services to said master to take said vessel out to sea. Whereupon the master informed deponent that he would not allow him or any of said association to pilot said vessel to sea; that he intended to take what he called an opposition pilot, meaning thereby the defendants in this cause; that he delivered to said master and left on board said vessel a copy of the restraining order in this cause, and the master said that he did not care for the courts; that he would do as he liked without any regard to the courts; that he then and there asked him if he was dissatisfied with the services and manner in which Douham had piloted said vessel into port. He answered no; that he was well satisfied with the ser-
81 vices of Douham, but that he would do as he pleased. Deponent then called his attention to the law which gave the association, or only of the pilots thereof, a right to pilot his vessel out to sea by reason of the inward pilotage. He answered that he did not care for the law, but would do as he pleased.

When this deponent found that said master was determined to refuse to comply with the law in respect of said pilotage, he then offered to take said vessel out to sea as a pilot for a deduction from the statute rate due from said vessel of thirty dollars; that the said master refused for such deduction to allow deponent to pilot said vessel out to sea, and that he is informed and believes that said vessel was at the instance of said master, on or about the 2d day of January, A. D. 1883, piloted out to sea by the defendant, Robert M. Wilson, who kept and retained for himself or his associates the fees due therefor, and that the same are lost to the plaintiffs, and that a continuation of the same acts
82 of wrong on the part of the defendant will involve the plaintiffs in the continued monthly loss.

That he said that he had agreed with the opposition pilots to pilot the vessel, that he had a hankering for opposition pilots.

(Signed) JOSEPH SMITH.

Subscribed and sworn before me Jan'y 5th, 1883.

(Signed) F. A. WOOLFLEY,
Commissioner United States Circuit Court,
Eastern District of Louisiana.

Affidavit of Richard Francis, offered by complainants on hearing of rule for contempt. Filed January 5th, 1883.

EASTERN DISTRICT OF LOUISIANA, *ss.:*

Circuit Court of the United States, Eastern District of Louisiana.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

Richard Francis, being duly sworn, deposeth and saith that he is the agent of the Branch Pilots of the port of New Orleans, named in the bill of complaint herein, that he has been
83 the agent and attorney in fact of the complainants since the date of the organization of said association, as set out in the bill of complaint, and as such collects the pilotage due said association; that the said steamship Cyprus was piloted into the port of New Orleans by Peter Douham, one of the said associated pilots for said association, on her last voyage to this port; that the pilotage fees due therefor were paid to and received by said association, and that no complaint was made of the manner in which said pilotage service was made; that the said Douham is a skillful pilot, and in all things competent as a pilot; that the same is true of the said Smith, who tendered his services to pilot said vessel out on her outward voyage; that the said defendants at all times since their refusal to comply with their said contract of association, have attempted to damage and ruin the said associa-

tion by hanging about the city of New Orleans, and either by themselves or by their emissaries corrupting the masters and
84 agents of vessels piloted into the port of New Orleans to violate their legal duty, to take a pilot of the same association on their outward voyage; that so remediless have the complainants been in the courts of the State, that in order to secure their absolute rights in the premises complainants have been compelled to pay to the masters of vessels, who by law are compelled to take them as outward pilots, large sums of money to induce them to comply with their obligations; that in order to secure the outward pilotage of their own vessels, complainants, by reason of the acts of defendants, have been compelled to give to masters out of the statute fees due to them within the month preceding the granting of this restraining order in this cause, a sum measured by the cupidity of the masters, and the bribes offered by defendants and their agents; that said sum which complainants had been compelled to donate from their hard earnings in said period exceeds in the aggregate the sum of two thousand dollars; that the duties of a pilot are full of
85 hardship and danger, and that the statute fees, after deducting the indispensible expenses connected with maintaing a fleet of vessels required both by law and nature of their duties, does not leave the pilots for distribution amongst themselves a sum exceeding ninety-five dollars per month during the year, taking all seasons thereof; that deponent is advised and verily believes that the said defendant and his associates and abettors are since the service of the restraining order in this cause was served on them, have been engaged in attempting to induce the masters and agents to break their obligations to allow complainants outward pilotage of vessels piloted in by them.

(Signed) RICHARD FRANCIS.

Subscribed and sworn before me Jan'y 5th, 1883.

(Signed) F. A. WOOLFLEY,
Commissioner United States Circuit Court,
Eastern District of Louisiana.

Answer to Rule for Contempt. Filed January 5th, 1883.

86 WILLIAM T. LEVINE *et al.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

United States Circuit Court.

And now comes Robert M. Wilson, def't herein, and for answer to the rule herein taken upon him on 2d January, 1883, to show cause why he should not be attached and punished for contempt, says: That he has never been in contempt of the restraining

order of this hon. court, but has obeyed the same rigorously ever since it came to his knowledge; that it is true that he piloted the steamship Cyprus to sea on 2d of January, 1883, but that he did so in pursuance of a special contract to that effect which had been made with the master of said steamship on 12th December, 1882, long before the said restraining order issued in this case, and respondent is advised that said restraining order was not calculated or intended to interfere with the contracts made by respondent before it was issued, and said steamship could not go to sea unless respondent took her out.

(Signed) ROBERT M. WILSON.

87 Sworn to and subscribed before me this 5th day of January, 1883.

[SEAL.] (Signed) CHAS. T. SONIAT,
Not. Pub.

Rule for Contempt withdrawn. Extract from the Minutes. November Term, 1882.

NEW ORLEANS, *Friday, January 5th*, 1883.

Court met pursuant to adjournment. Present: Hon. E. C. Billings, District Judge.

WILLIAM T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

This cause came on to be heard on the rule for contempt herein taken by the complainants on Robert M. Wilson.

J. R. Beckwith, for movers; Joseph P. Hornor and A. G. Brice for Wilson.

When the court having stated that it had informed counsel for the defendants on the day the restraining order was issued herein, that it did not construe said order to extend to antecedent engagements made in good faith, the counsel for the movers thereupon withdrew the rule.

88 *Affidavit of George Osgood. Filed Jan'y 10th*, 1883.

United States circuit court, fifth circuit, District of La.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

EASTERN DISTRICT OF LOUISIANA, *ss:*

George Osgood, being duly sworn, deposes and says that he is sixty-seven years of age; he is a branch pilot of the port of New

Orleans; he is one of the complainants in this bill; that he has been a branch pilot for about twenty-two or twenty-three years, that he came to the city of New Orleans at the request of the other pilots of the association on or about the 17th day of November, 1882, to take such steps and assist as far as possible in preventing said defendants, Michel and Wilson, from obtaining the outward pilotage of vessels which had been piloted into the port of New Orleans by the pilots of the association; that he was one of the four pilots assigned to that duty; that the other
89 pilots who were acting with him were Joseph Smith, Robert Tilford, and John McLaughlin; that they were the only persons having authority from the association to act in the matter, or to make negotiations with masters of such vessels; that he continued to so act up to the time of the issue of the restraining order in this cause; that his entire effort was to obtain the consent of the masters of vessels that had been piloted into the port of New Orleans by the pilots of the association to allow said pilots of the association to pilot said vessels outward on their outward voyage; that it is not true that this deponent ever solicited or attempted to induce the master or representative of any vessel piloted into the port of New Orleans by the said Michel or the said Wilson to allow said association or any of the pilots thereof to pilot such vessel out to sea, or to get the same away from the said defendants; that as soon as said restraining order was issued, this deponent and his said associates de-
90 sisted entirely from negotiating with any of the masters of vessels that even had been piloted into the port by the pilots of the association, believing that this honorable court would protect them in their rights in the premises; that it was no longer necessary to give to the masters of such vessels any permission to compel them or induce them to comply with their statute regulations to allow pilots of the association to pilot said vessel out to sea; that when he was so engaged in soliciting said masters as aforesaid, the said masters approached by him being the masters of vessels piloted in by said association, in every instance refused to comply with their obligation to allow said association to pilot said vessels to sea unless they were paid or given a sum of money varying from fifteen to forty dollars, and declared that unless they were given this sum of money they would permit the said defendants, or, as they termed them, "Black's pilots," to pilot said vessel out to sea; that he has no knowledge, information, or belief that either of the said
91 three associates of his and above named ever attempted to procure the pilotage outward of any vessel piloted into port by the said defendants or either of them, and that he verily believes that had such effort been made it would have come to his knowledge; that he has no knowledge or belief that since the

time either the said Michel or the said Wilson commenced piloting in opposition to said association, that the said association or any of the pilots thereof have ever piloted to sea any vessels which had been piloted in by the said defendants while piloting in opposition to said association, other than the British steamship Lord Collingwood and Argosy; that said vessels were piloted out to sea on their last outward voyage by Joseph Smith, one of the said association, some time in the latter part of October, 1882, and during the period of time when the said defendant Michel was suspended in his commission as branch pilot by the governor of the State; that this deponent verily believes that as to
92 such vessels piloted in by said association as he solicited the outward pilotage thereof, that had not the said association complied with the exactions of the masters thereof, and given them the so-called rebate, that said masters would have fulfilled their threat and taken from the said defendants and their agents such donations as they would give, and have permitted the said defendants to have piloted said vessels to sea to the loss and injury of the said complainants; that the statement that the said complainants have piloted or attempted to pilot out to sea any of the vessels piloted in by said defendants since the issue of this restraining order here is false.

(Signed) GEORGE OSGOOD.

Sworn to and subscribed before me this 10th Jan'y, 1883.

[SEAL.] (Signed) THEO. GUYOL, *N. P.*

Affidavit of Joseph Smith. Filed January 10, 1883.

United States Circuit Court Eastern District of Louisiana.

93 WILLIAM T. LEVINE *et als.* } No. 10102.
vs.
ROBERT M. WILSON *et al.* }

EASTERN DISTRICT OF LOUISIANA, *ss:*

Joseph Smith, being first duly sworn, deposes and says: That he is forty-one years of age; that he is one of the complainants in this cause; that he is a branch pilot of the port of New Orleans, and has been such branch pilot, duly commissioned, since the year 1870; that he is a member of and party to the association of pilots set forth in the bill of complaint herein, as branch pilots of the port of New Orleans; that he knows the defendants in this cause, Robert M. Wilson and Bernard Michel; that they, and each of them respectively, became members of the said association at the same time with affiant; that they respectively continued to act with and be members of said association, the said Bernard Michel, until some time in August last,

and the said Robert M. Wilson, until the 30th of Septem-
94 ber last; that when the said defendant, Michel, refused to act with the said association, and observe his contract, some time in August, 1882, the said Michel procured a small boat, about eighteen feet in length, and immediately set to work to pilot, or solicit the pilotage of vessels from said small boat, coming out from shore; that said small boat was not in any manner connected with, or attached, nor did it belong to any pilot boat decked, of fifty tons burden, devoted exclusively to piloting; nor did the small boat belong to, or was attached to, any vessel whatsoever; that he continued to so act and pilot, and attempted to pilot vessels approaching and entering said port of New Orleans, from said small boat from shore, until on or about the 18th day of October, 1882, when the said Bernard Michel was suspended by the Governor of the State for violating the pilot law in that respect; that the said Bernard Michel remained suspended as branch pilot until the 30th day of October, 1882,
95 when, on some representation by the said Michel, or other persons for him, the Governor revoked his action, and relieved the said Michel from suspension; that after he was so reinstated as aforesaid, the said defendant, Michel, and the said defendant, Robert M. Wilson, associated themselves together, and in some way obtained a steam tug, called the Mary Lee, and for a while undertook to use said vessel as a pilot boat, and carry on the business of piloting with the use of the said Mary Lee; that they continued so using the Mary Lee for the period of about fifteen days, when, as he is informed and verily believes, finding the same unprofitable by reason of the expense connected with navigating the Mary Lee, the Mary Lee was laid up, and said defendants, both of them, commenced the business again of attempting to pilot incoming vessels coming into the port of New Orleans, by boarding them from a small boat from
96 the shore, from that time up to this date, when they, or either of them, have been down at the mouth of the river, and have continued their efforts to hail incoming vessels and obtain the pilotage thereof by going out in a small boat from the shore.

This deponent is acquainted with the locality at the mouth of the Mississippi river and the passes; that he knows of no vessel, or pilot boat, owned or controlled by the said defendants, or either of them, and no vessel to which said small boat can attach or possibly belong, and that he verily believes that said small boat, so used by said defendants, is in no manner connected with, attached to, or belongs to any pilot vessel, or to any other vessel.

That since the said defendants have abandoned the said Mary Lee and resumed pilotage in small boats from the shore, they have

hailed, boarded, and piloted into the port of New Orleans one or more vessels, and this deponent believes three.

And the deponent further saith that immediately after the said Robert M. Wilson refused to observe his agreement with
97 the association, and act with his said associates, he entered into a combination with the said defendant Michel, and that they have at all times since held themselves out, and now hold themselves out, as partners, piloting in opposition to said association, and style and term themselves opposition pilots.

And this deponent further saith, that shortly after the said Michel refused to act with his said associates, the complainants herein, and as he verily believes, about in the early part of September, 1882, he, the said Michel, commenced a scheme of, either through himself or his agents, soliciting the outward pilotage of vessels which had been piloted in by pilots belonging to said association; that by means of such efforts and solicitations he procured the master of the British steamship Dallam Tower on September 1st, 1882, which said steamship had been safely piloted into the port of New Orleans before that time by one of the pilots of said association, other than he, the said Michel, to the
98 satisfaction of the master thereof, to disregard his statute obligation to give to the said association, or any member thereof, the pilotage of said vessel on her outward voyage from the port of New Orleans, and procured of said master the pilotage of said vessel out to sea and received the pilotage dues therefor, and has neglected and refused to account for the same to his said associates; that by the same means he procured also about the same time the outward pilotage of the brig Nada, on the 14th day of the month of October, said brig having been before that time safely piloted into the port of New Orleans by a pilot of said association for said association, to the satisfaction of the master thereof.

Deponent verily believes that about the same time, in like manner, he procured the outward pilotage of another vessel, safely piloted into port by the said association, and re-
99 tained to himself the pilotage dues for said pilotage, and collected and refused to account for the same to his said associates or to said association.

That this deponent was present in the court-room at the time the motion for attachment against Robert M. Wilson, a defendant herein, came up for hearing; that he heard the statement of Joseph P. Hornor, solicitor for the said defendants; that since the filing of this bill the said complainants herein had solicited and obtained the outward pilotage of vessels piloted into the port of New Orleans by the said defendants, and particularly naming the steamship Lord Collingwood and the steamship Argosy; that said statement was and is false and untrue; that

this deponent piloted both of said vessels to sea himself; that the said steamship Lord Collingwood went to sea on or about the 20th day of October, 1882; that he boarded said vessel at the port of New Orleans, and at the city of New Orleans, at the request of the master thereof; that at that time the said de-
100 fendant had been and was suspended by the action and order of the Governor of the State as a branch pilot of the port of New Orleans, and was during said suspension, and as he is informed and verily believes, by law incapable of piloting said vessel to sea; that he went on board said vessel down at the mouth of the passes; when they reached the pilot station at the head of the passes he saw the said Bernard Michel coming off the shore in a small boat; said vessel at that time was in charge of deponent as pilot, but when he saw the said Michel he stopped the said steamship and permitted the said defendant Michel to come on board; that said Michel, after coming on board, came upon the bridge and offered his services to the captain of the steamship to pilot her out to sea; that the captain inquired of him if he (Michel) was aware that he had been suspended as a branch pilot by the Governor of the State, and was without authority to pilot; that Michel responded no, that he had not been notified to that effect, and took out and exhibited to the master his commission as branch pilot; that the
101 master then informed him that the said commission was of no service to him; that he (the master) knew that he (Michel) was suspended as a branch pilot. Then the said Michel inquired of the master if he could not let his partner, Robert M. Wilson, take the ship out. The master replied that he (Michel) had informed him when he brought him in that he had no partner, and that he (the master) had employed the services of this young man (meaning deponent) to pilot his ship out to sea. Michel replied that it was true he had no partner when he piloted the ship in, but that Robert M. Wilson had left the association since that time and had joined him, and was at that time his partner; that the said Robert M. Wilson was at that time on board of the ship; that he boarded the ship at the city of New Orleans, and went on the ship down to Port Eads; that at the time said Robert M. Wilson came on board the ship at the city of New Orleans he tendered his services to the master of the Lord Collingwood to pilot the steamship out to sea;
102 that the master refused to allow him to pilot the vessel to sea; that this deponent piloted said vessel out to sea on the said 20th day of October, and that she has not returned to the port of New Orleans since that time.

And this deponent further saith that he also piloted the British steamship Argosy out to sea; that she went to sea on the 26th day of October, 1882; that at that time the said Bernard Michel was

still under suspension of his license as a branch pilot, by the act of the Governor of the State, and, as he is advised and verily believes, was without any right or authority at that time to pilot the said Argosy or any other vessel to sea; that this deponent boarded said vessel at the city of New Orleans, on the 26th day of October, 1882, and went down with said vessel and piloted her out through the jetties and to sea; that he was on board said vessel from the time she left the city of New Orleans until he left her after she had passed through the mouth of the Mississippi river and was out at sea; that during the whole of said time he neither saw nor heard anything of either of the said defendants,
103 and that neither of them spoke said vessel either above the head of the passes or at any other place, and that neither of the said defendants made any request or demand of the master of said vessel during the time this deponent was on board of said vessel, of the right to pilot said vessel on her outward voyage to sea; that he knows of no other vessel or vessels which have been piloted into the port of New Orleans by the said defendants, or either of them, since they commenced piloting in opposition to said association and ceased to obey their contract obligation to their associates, which have been piloted out to sea by the said complainants, or any of them, and that he verily believes that had any such vessel piloted in by the said defendants, or either of them been piloted out to sea by said association, or any pilot, he would know the same; that he verily believes that any statement that the said complainants, or any of them, or any member of said association has piloted out to sea any other vessel than
104 the two vessels above-named, which were piloted into the port of New Orleans by the said defendants, or either of them, is false and untrue. That on the other hand it is true that since the time the said defendants have been piloting in opposition to said association, they have piloted out to sea a large number of vessels which were safely piloted into the port of New Orleans by said complainants, as said association, amounting, as deponent verily believes, to at least the number of twenty vessels.

And deponent further saith that the said defendants in the early part of October, 1882, in an effort to injure the said complainants herein and said association, have adopted a plan of endeavoring to procure the outward pilotage of all of the vessels piloted into port by the said association; that for that purpose and to that end they have offered to the masters of vessels a drawback or a donation, amounting in some cases to as much as thirty-five or forty dollars, to induce the masters of said vessels to disregard the statute
105 obligation to allow the pilots of said association to pilot said ships out to sea, and by that means have procured a large number of masters to absolutely refuse to allow said complainants to pilot their vessels to sea when safely piloted in by

them, and that the said complainants ascertained that if they rested quiet and permitted the said defendants to so bribe and corrupt said masters that their entire business would be reduced to piloting in vessels in ballast with light draught, and that the said defendants would bribe the masters thereof to permit them, the said defendants, to pilot said vessel when laden and with heavy draught out to sea, to the profit of the said defendants and to the loss of the said complainants; that the only means left them to counteract the wrongs of the said defendants in this behalf and respect was to enter into competition with them in order to secure their lawful right to pilot said vessels out to sea, and not to be subjected to the absolute loss of the outward
106 pilotage; that in order to prevent or to aid in the prevention of said wrong, this deponent came to the city of New Orleans on or about the 14th day of November last, and since that time has been compelled to devote his entire time to attempting to save the rights of the said complainants in vessels so piloted in by them; that when he has spoken vessels and offered his services to pilot them out to sea, he has been informed that the said defendants had offered to pilot said vessels out to sea and give the master considerable sums of money, varying from thirty-five to forty dollars, and the said masters have refused to comply in some instances with their obligation to allow the said complainants to pilot their vessels to sea absolutely, and in all other instances they refused to comply with their obligation and allow said complainants to pilot said vessels to sea unless they would overbid and give to the master a larger present in money than was offered by the said defendants; that the result has
107 been that in order to secure their rights to the outward pilotage, and not absolutely lose the same on vessels which by law they were entitled to pilot on their outward voyages and receive the statute rate therefor, they have been compelled to make in donation to the masters since the 14th day of November up to the time of the restraining order issued in this case the aggregate sum of twenty-eight hundred and forty-six dollars ($2846); that had they not paid said sum and paid said gratuities, or as the masters of said steamships termed it, "knock-down" or rebate, they would have absolutely the pilotage of all said vessels, and they would have been piloted to sea and the dues for pilotage thereof received by the said defendants.

And deponent further saith that from his conversation with the masters of said vessels in relation to said rebate, he verily believes that in but few instances did the owners of the vessel secure any benefit therefrom, but that in most cases the
108 master takes and receives the same for himself, and that the owners of the ships were compelled to pay the full pilotage; that in every instance of which he is aware the

masters make and deliver their orders for the payment of the full pilotage, the same as if no rebate had been made, and for that reason he believes that the matter is carried on the ship's account in most instances the same as if full pilotage had been paid; that it is the request of the master and by his act that the order for the full statute rate of pilotage is made, and that the pretense that the rebate in the pilotage demanded by these masters as a condition of compliance with their said obligation as to outward pilotage is a benefit to commerce or cheapens pilotage to the owners is not true, as deponent verily believes.

And deponent further saith that while at the time the present pilotage laws of the State of Louisiana were adopted, and when most of the carrying trade of the port of New Orleans was
109 done in sailing vessels of small tonnage, rarely exceeding twelve hundred tons, the statute rate of pilotage per foot of draught was a fair compensation for the risk, exposure, and skill and investment which the statute number of pilots at the mouth of the Mississippi river were compelled to make in order to carry on the business; but that since the said laws were adopted the entire carrying trade has changed; that it is now done largely by iron steamships, with capacity to carry from three to four times the amount of cargo on the same draught of water which was carried in 1865 by the vessels then engaged in commerce; that the number of vessels necessary to carry on the trade of the port of New Orleans has lessened largely in number; that the aggregate draught of water upon which the annual commerce of the port of New Orleans is carried has, by reason of the change in the construction of vessels, largely diminished in the aggregate, and that the difficulty of piloting on long and large
110 vessels is much greater than was the difficulty of piloting smaller crafts of former days, and that the total aggregate pilotage dues of piloting the entire commerce of the city of New Orleans is to-day less than a fair compensation for the time and skill when distributed among the fifty branch pilots authorized at the port of New Orleans, and that the statement that the pilotage dues established by the statute at the port of New Orleans are excessive and beyond the real value of the services is untrue.

And deponent further saith, that since the issue of restraining order in this case, and since about the 14th day of November, 1882, the only persons authorized in behalf of the Association of the Branch Pilots of the port of New Orleans, complainants in this bill, to solicit the outward pilotage of vessels in the port of New Orleans, and to endeavor to cause and procure the masters of vessels piloted into the port of New Orleans by the complainants to observe their obligation to permit the complainants
111 to pilot said vessel outward, have been this deponent, Robert H. Tilford, George Osgood, and John McLaughlin;

that no other person or persons have any right or authority, on behalf of said association, to solicit pilotage for said association, or to negotiate therefor; that no person acting or pretending to act or represent said association in that respect have been and are utterly without authority; that this deponent knows that, and believing that this honorable court would enforce its orders in this cause, and demand respect thereof, all of the said parties above named agreed among themselves that they would not approach or deal with or attempt to solicit any master of any vessel piloted into the port of New Orleans by the said defendants, or either of them, to give to said association or any pilot thereof the outward pilotage of said vessel; that soon after the said restraining order was allowed, said McLaughlin and Tilford left New Orleans and went down to the pilot station, and have there remained;

112 that the said George Osgood has, for nearly all the time since said restraining order, been sick and confined to his house, and that this deponent has been the only person here in the city of New Orleans with any authority to represent said association, and that he has not approached any master of any vessel piloted into port by the said defendants, nor had he any negotiations with any, nor has he offered for himself, nor for said association, to pilot said vessel out to sea, and that any statement that the association or any person for them having authority from them has attempted to procure the pilotage of vessels piloted into port by the said defendants for their outward pilotage is false and untrue, and that he verily believes that had any of the other of the said above-named representatives of said association made any such approach, or offer or attempt to secure such outward pilotage, he would have known the same.

Further deponent saith not.

113 (Signed) JOSEPH SMITH.

Sworn to and subscribed before me, this 10th January, 1883.

[SEAL] (Signed) THEO. GUYOL,
N. Pub.

Affidavit of Robert Tilford. Filed January 10, 1883.

United States Circuit Court, Fifth Circuit, Eastern District of Louisiana.

WILLIAM T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } 10102.

EASTERN DISTRICT OF LOUISIANA, *ss*:

Robert Tilford, being duly sworn, says that he is sixty-three years of age; that he is one of the complainants herein, and

that he is a branch pilot of the port of New Orleans, duly commissioned by the governor, and has been such since the year 1849; that he knew the defendant Bernard Michel and the defendant Robert M. Wilson; that he has known
114 the said Wilson for about twenty years, and the said Michel for about ten or twelve years; that when the said association found that it was necessary, in order to obtain the outward pilotage of vessels that had been piloted into the port of New Orleans by the pilots of said association, and to prevent said defendants, Michel and Wilson, from inducing the masters of such vessels to disregard their statute obligation, to give to said association the outward pilotage of said vessel, to open negotiations with and make donations to said masters, at the request of the pilots of said association, this deponent, Joseph Smith, George Osgood, and John McLaughlin, were detailed by said association to come to the city of New Orleans and make the best terms they could with the masters of said vessels to induce them to observe their statute obligation concerning outward pilotage; that he came to the city of New Orleans for that purpose on or about the 14th day of November, 1882; that this deponent and
115 the said above-named persons were the only persons authorized by the said association to make any such negotiations, and that any other person or persons attempting to do the same were without authority; that this deponent remained in the city of New Orleans to carry out said purpose from that time until the issuance of the restraining order in this cause, with a short interval of absence, when he was down at the pilot station; that he found when he arrived in the city of New Orleans, in so far as the masters of said vessels with whom he had any intercourse was concerned, without a single exception, informed this deponent, that unless said association would give to them a rebate in the way of a present in money, amounting to sums varying from twenty to forty dollars, that they would refuse to allow said vessels to be piloted out to sea, and would permit them to be piloted out to sea by the said Michel, or the said Wilson, informing this deponent that said defendant, Michel and Wilson,
116 or their agents, had offered them like sums of money to permit them, the said defendants, to pilot said vessels to sea, assigning as a reason for the demand of a rebate, or present from the said association, the fact that the said defendants, whom they termed and designated "Black Pilots," would give them that amount of money as a present; that in some instances, after said masters had entered into an agreement for a fixed sum of money demanded by them to allow said pilots the outward pilotage of said vessels, the same masters would again come to deponent and refuse to carry out their contract, because they stated that Black and his pilots, meaning thereby the said defendants,

had offered them larger sums, and that they could make more out of Black and his pilots than they could out of the association; that in such instances, in order to secure the outward pilotage of said vessels, the said association was compelled to increase the amount beyond what the master had originally agreed as a
117 sufficient inducement for him to carry out and observe his statute obligation; that this deponent verily believes, and has reason to believe, that unless said association had complied with the exactions of said masters that the said defendants would have obtained the outward pilotage of every vessel in port piloted in by said association; that since the 14th day of October, 1882, and up to the time of the issuance of the restraining order in this cause, the said association, for the purpose of obtaining their lawful rights to the outward pilotage of vessels piloted into port by them, have been compelled to give to masters the sum of twenty-eight hundred and forty-six dollars, as set forth in the list attached to the affidavit of Richard Francis, marked Francis, No. 2.

And deponent further saith that in every instance that came to his knowledge, when the said masters demanded and received said rebate or present as aforesaid, they demanded that the association receive from them the pilotage order for the full
118 statute rate of pilotage for said vessel, and that from his conversation with the said masters, together with this fact, he had reason to believe, and does believe, that the said exactions of the said master was not in the interest of the owners of said vessels, and that the owners of said vessels received no portion of said rebate, but that the same was pocketed by said masters, and that the full statute rate of pilotage was carried into the ships accounts as a part of her port expenses in the part of New Orleans; and that said wrongful and unlawful of the masters of said vessels did not in any instance as he verily believes inure to the benefit of the owners or tend to cheapen the port expenses of said vessel.

And deponent further saith that during the time since the said Michel and the said Wilson have set up the business of piloting in opposition to said association, and disregarded their contract obligation to said association he knows the vessels which
119 have been piloted out to sea by said association, and that he has no knowledge, information, or belief that the said association or any pilot thereof have piloted out to sea any vessel piloted into the port of New Orleans by the said Michel or the said Wilson since their opposition to said association except the steamship Dallam Tower and the brig Nada; that the said two last named vessels were piloted out to sea by Joseph Smith, one of the said association, between the 18th and 30th days of October, 1882, and during the period

while the said Michel was suspended as a branch pilot by the order and act of the governor of the State; that he knows of no other vessel or vessels piloted into said port by either of the said pilots that have been piloted out to sea by the complainant's association, and that he verily believes that if any other vessel piloted in by the said defendants had been afterwards piloted out to sea by the complainants herein, he would know the
120 same; that on the other hand the said Michel and the said Wilson obtained and procured, as he verily believes by bribes and rebates, the outward pilotage of a large number of vessels piloted into the port of New Orleans by the said complainants; that he has examined the list annexed to the affidavit of Richard Francis and marked as "Francis No. 1," and that the said defendants, Michel and Wilson, have of the vessels piloted into port by the said association, obtained and procured the outward pilotage of the vessels named in said list; all of which said complainants were ready and willing and tendered their services to the masters thereof to pilot the same to sea on their outward voyage; that after the restraining order was issued in this cause this deponent, believing that this honorable court would give the said complainants protection against the wrongful acts of the said defendants, left the city of New Orleans and returned to the pilot station at the mouth of the Mississippi river; that the state-
121 ment that this deponent after the issue of the said restraining order undertook, or attempted to induce any master of any vessel piloted into the port of New Orleans by said defendants, to give to this deponent or to this association the outward pilotage of said vessel, is untrue; that immediately after the issue of the restraining order in this cause, and as soon as the same was known to this deponent, and to his other said associates, they entirely desisted from any negotiation whatever, with the masters of the vessels piloted in by said association, and ceased to offer them any rebate or present to induce them to give to the said association the outward pilotage, believing that by law they were entitled to the same, and that they were protected against the acts of the said defendants by the terms of the restraining order herein.

And this deponent further saith that they can never ascertain for certain whether said masters of said vessels intend to comply
122 with their said obligation, to allow said association the outward pilotage where they have had the inward pilotage until said vessel is under way; until it is too late to obtain redress from the said master or vessels before they are out of the jurisdiction of the courts of the United States; that many of said vessels never return to the port of New Orleans, or, if returning, return beyond the period when, by law, the rights of the complainants can be enforced against said vessel, and that practically the said complainants are

without any lawful means of redress for the unlawful acts of the said defendants; that the said defendants have not the means or property to enable them to respond to and pay any considerable judgment if the same was obtained against them by the said complainants in an action of law; that said wrongful acts of the said defendants have already caused the said complainants great damage, and, if permitted to continue, will cause them irreparable damage to a very large amount, for which they will and
123 can have no adequate remedy unless the said defendants are restrained; that the said defendant, Robert M. Wilson, was one of the promoters and most efficient instrument in getting up and forming said association, and that he never heard of any objection on his part to the said association until the time when he absolutely refused to carry out and fulfill his obligation; that he is indebted to said association for money of the said association which was put into his hands for disbursement, and for which he has never accounted; that the said Michel was also one of the original parties and advocates of the organization of said association, and that he had no knowledge, information, or belief that the said Michel had or made any cause of complaint against the same, or intended to disregard his obligation in the said contract of association up to the time when he piloted the Jamacian into the port of New Orleans, and retained the pilotage
124 dues therefor, and refused to observe and carry out the stipulations of his agreement; that the said Michel commenced his business of piloting in opposition to the said contract and said association by means of a small boat, boarding vessels from the shore in a small boat, which said small boat was not attached to, or did not belong to any pilot or other vessel; that he continued so to carry on the business of piloting in a small boat from the shore, and by coming up to the city of New Orleans and procuring the outward pilotage of vessels piloted in by said association until some time about the early part of November, when, for a short time, the defendant set up the tug boat Mary Lee as a pilot boat, claiming to have chartered the same for that purpose, but only continued to use said Mary Lee for the period of about two weeks or fifteen days, when they again resumed piloting by boarding vessels from the shore in a small boat in the same manner as they done prior to their procuring the Mary Lee; that this deponent is well acquainted
125 with matters at the mouth of the Mississippi river, and that he has no knowledge, information, or belief that since the Mary Lee was laid up at the city of New Orleans and withdrawn from piloting that the said defendants, or either of them, have any pilot boat either sail or steam decked and of fifty tons burden capacity, or any other decked vessel of any capacity

fitted out for sea, or capable of going to sea, or moored on, or navigating the pilot ground at the mouth of the Mississippi river.

(Signed) ROBERT H. TILFORD, Sr.

Subscribed and sworn before me Jan'y 10th, 1883.

(Signed) T. V. COUPLAND,
Commissioner United States Circuit Court,
Eastern District of Louisiana.

Affidavit of John McLaughlin. Filed January 10th, 1883.

United States Circuit Court, Fifth Circuit, District of La.

126 WILLIAM T. LEVINE *et als.* *vs.* ROBERT M. WILSON *et al.* } No. 10102.

EASTERN DISTRICT OF LOUISIANA, *ss:*

John McLaughlin, being duly sworn, deposes and says that he is a branch pilot of the port of New Orleans; that he has been a branch pilot for twenty-eight years; that he is one of the complainants in the bill of complaint herein, and a member of the said pilot association, and has been so since its organization; that after the said defendants, Bernard Michel and Robert M. Wilson commenced piloting in opposition to the said association, and sometime about the 14th of November, 1882, this deponent, at the request of said pilots association, came to the city of New Orleans with Joseph Smith, Robert Tilford, and George Osgood, to take steps as might be necessary to prevent the masters of vessels which had been safely piloted into the port of New Orleans by the said association, from disregarding their
127 said obligation to let said association, or a member thereof, to pilot said vessel to sea on her outward voyage, the said defendants having taken steps by bribes and otherwise to induce a large number of the masters of such vessels to permit them, the said defendants, to pilot said vessel on her outward voyage; that this deponent and his said associates above-named were the only persons authorized on the part of the said association to enter into any agreement with any masters of said vessels for the payment or donation of any sum of money to such masters to induce them to allow said association its right to the outward pilotage; that any other person or persons making any such offers or representations to said masters, or any of them, were without authority or right to make the same in behalf of said association; that prior to the time of the suspension of the defendant, Bernard Michel, as a branch pilot by the Governor of Louisiana, on the 18th day of October, 1882, the de-
128 fendant, Michel, had procured the pilotage and piloted out to sea the steamship Dallam Tower and the brig

Nada, the which said last-mentioned vessels had been safely piloted into the port of New Orleans by the pilots of said association to the satisfaction of the masters thereof, and which said vessels the said association had offered to pilot out to sea, and demanded the same as a right; that the said Michel was suspended by the Governor on the 18th day of October, 1882, and not restored to his right as branch pilot until the 30th day of the same month; that during the period of his said suspension Joseph Smith, one of the pilots of said association, piloted out to sea the steamships Lord Collingwood and the Argosy, which said vessels had been piloted into port by said defendant, Ben Michel; said vessels were piloted to sea during the period when said Michel was under suspension; that the said defendants have not, to the knowledge of this deponent, at any time since the commencement of the opposition of the said Ben Michel and
129 the said defendant, Robert M. Wilsons, and the breach of their said contract with the association, piloted out to sea any other vessel or vessels which had been piloted into the port of New Orleans by the said Ben Michel or the said Robert M. Wilson; that when he arrived in the city of New Orleans on the said 14th day of November this deponent found that the master of every vessel which had been in the port of New Orleans which had been piloted in by said association had been approached by said defendants or their emissaries, and they asserted that unless the said association would give to the said masters, as a rebate or present, sums of money varying from twenty to forty dollars that they would permit said defendants or, as they termed them, "Black's pilots," to pilot said vessels out to sea; that they had been offered that sum by the defendants, and in many instances informed this deponent that they had already made
130 a contract with Black's pilots, thereby meaning said defendants, and had been paid or promised by them a sum of money as a rebate, and that they would not permit said association to pilot said vessels outward, for they intended to adhere to their contract; and he further saith that he remained, with a short interval of absence in the city of New Orleans, on said service from the said 14th day of November, 1882, until the restraining order in this cause was issued, when, believing the said association was protected against the scheme and wrongs of the said defendants, he returned back to the pilot station.

And he further saith that it is not true that after said restraining order was issued that said association or any of its agents having any authority from said association procured or attempted to procure the outward pilotage of any vessel which had been piloted inward by the said defendants.

131 And he further saith that from his conversation with the masters of said vessels, while in negotiations with them to

obtain by the way of presents or rebate their agreement to fulfill their said obligation for outward pilotage to said association, he believed, and does believe, that the demand for rebate and gratuity on the part of said masters was not made by said masters in the interest of the owners of said vessel, but as an individual speculation or black-mail of their own; that they required of the said association that the association receive from them a draft or order for the payment of pilotage for the full statute rate of pilotage for the vessel, the same as if no rebate or money had been paid to said masters, and that he verily believes that in every instance where the rebate or money had been demanded, received, or tendered and offered to the masters of ships to secure the outward pilotage of the vessel, either by the said
132 complainants or said defendants, the same has been taken and received by the master for himself, and that the ship's accounts were charged with the full statute rate of pilotage by the masters and agents; and that the pretense that commerce is benfited by the pretended competition and system of rebates and bribes demanded by the masters, is false and untrue.

And deponent further saith that after the said defendant Michel had piloted in the steamship Jamacian, and had commenced his active opposition to said association, and his disregard of his contract therewith, after piloting in the Jamacian as a member of the association, and although appropriating the money for the inward pilotage to his own use—requesting the association, however, to charge him therewith—he piloted the said Jamacian out to sea on his own account, and took and received the pilotage therefor; that he afterward procured a small boat not attached to any
133 pilot boat, and for a while boarded and attempted to board vessels inward bound to the port of New Orleans from his small boat from the shore; that after he was joined by the said defendant Robert M. Wilson, and after a time they entered into some arrangement, as he is informed, with J. W. Black by which, for the period of about fifteen days, they attempted to use a tug boat called the Mary Lee as a pilot boat; that after about fifteen days the Mary Lee was laid up, and that said defendants, when not engaged in the city of New Orleans in undertaking to obtain the outward *the outward* pilotage of vessels piloted in by the said association, and while at the mouth of the Mississippi river, were again engaged in attempting to board vessels and did board vessels inward bound to the port of New Orleans in a small boat from the shore; that this deponent has no knowledge or belief that said small boat is in any manner attached to or connected with any pilot boat, and that he verily believes if such was the
134 case, he would know the same; that he knows of no pilot boats at the mouth of the Mississippi river other than those belonging to the said complainants and the said association.

And he further saith that between the time of his arrival in the city of New Orleans, on the 14th day of November, 1882, up to the time of the restraining order in this cause, the said association were compelled to pay to said masters in the way of rebates and presents, for the reasons aforesaid, a sum amounting to twenty-eight hundred and forty-six dollars; that he verily believes and that he positively asserts that if said association had not consented to make such deductions and rebates and to enter into competition with the said defendants, and purchased the observance of their lawful rights in the premises, that they would have lost through the wrongs and schemes of the said defendants the entire outward pilotage of all the vessels piloted into
135 port by them; that said expenditure would have been absolutely and entirely unnecessary had the said defendants been honest in the observance of the contract stipulations in the contract of association; that since the said restraing order was issued the said association, relying thereon and upon the protection of the court in their rights, have entirely ceased offering to the masters of vessels piloted in by them any present or rebate or deduction from the statute rate of pilotage dues to which by law they were entitled; that he verily believes that the said Ben. Michel and the said Robert M. Wilson are largely in debt, and that no money judgment of any considerable amount could be enforced against them by any process of law.

(Signed) JOHN McLAUGHLIN.

Subscribed and sworn to before me January 10th, 1883.

(Signed) T. V. COUPLAND,
Commissioner United States Circuit Court,
Eastern District of Louisiana.

136 *Affidavit of Richard Francis. Filed January* 10, 1883.

United States Circuit Court, Fifth Circuit, Eastern District of La.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.*
} No. 10102.

EASTERN DISTRICT OF LOUISIANA, *ss:*

Richard Francis, being duly sworn, deposes and saith: That he is sixty-two years of age; that he has been a branch pilot of the port of New Orleans since 1849; that he is not a party to this suit, but that he is the authorized agent of the said complainants as the Associated Branch Pilots of the Port of New Orleans, and has been such since the date of its organization in 1879; that before and at the time said contract of association was entered

into, the said defendant, Robert M. Wilson, was a branch pilot of the port of New Orleans; that he had by some means become interested in a steam pilot boat called the Jenny Wilson;
137 that he was largely indebted for said vessel, and that he was unable to meet the payments therefor, and that it was probable that his creditors would take the vessel from his possession, and that he would lose such portion of the price as he had already paid; that at a meeting held among the pilots to consider the question of entering into an organization and association as provided by the statute, such representations were made to the pilots; that the said Wilson was the mover in an effort to bring about an association of all the pilots, in order that they might take the pilot boat Jenny Wilson as the property of the association, and save the absolute loss to him of his interest in said vessel; that of all the pilots who afterwards entered into the association, the said Robert M. Wilson, defendant herein, was the most urgent and solicitous that such association should be joined, and was the most largely instrumental in bringing about and effecting the association, and that it was largely to his interest that such association should be formed;
138 that at the time said association was formed, the very many of the pilots were poor, and unable to comply with the statute requiring them to be a part owner in a decked vessel of fifty tons burden; that as a consequence many of the pilots were disqualified under the law from carrying on the business of pilotage by reason of their non-ownership of an interest in a pilot boat of the statute requirements; that those who did own pilot boats or interest in pilot boats would sometimes make arrangements with those who did not own pilot boats to take such pilots on board under private agreement as to the amount of compensation they were to receive; that this condition of matters gave those pilots who had sufficient means to own an interest in a pilot boat great advantages over those less fortunate, and that the standing status and chance of emoluments of the pilots at the mouth of the Mississippi river was widely different, some having great advantages, and others being absolutely dependent
139 upon the will of those who were more fortunate; that it was urged by the said Wilson and others that the formation of an association was the only equitable and just method of making a fair and equal distribution of the rights and emoluments of branch pilots, and that this deponent verily believes that many of the branch pilots who owned an interest in pilot boats were induced to enter into said association by the importunity and solicitation of the said Wilson; that the said defendant Wilson continued to act with said association, and observed his contract obligation faithfully, with the exception of some complaint about his not accounting for the funds of the association at times

when he had charge of them as captain of the house, and that this deponent as the agent of said association had no knowledge of his intention to disregard said obligation until some time in September, 1882, when the said defendant approached this deponent in the city of New Orleans, and in con-
140 versation led this deponent to believe that he contemplated a breach of his obligation as a member of said association, and that he intended to enter into the business of piloting in opposition to said association; and while under this impression this deponent was informed by Thomas Wilson, one of the said association pilots, that he had had a conversation with the said defendant Robert M. Wilson, and that if this deponent would lend the said defendant Wilson the sum of two hundred dollars that the said Robert M. Wilson had agreed not to break his contract; and that he, the said Thomas Wilson, believed that if this was done the said Robert M. Wilson would not break his contract and enter into piloting in opposition to the association; that this deponent informed said Thomas Wilson that as agent of the said association he could not loan him the money of the association; that it was unfair to the other pilots; that the
141 said Robert M. Wilson was largely indebted to the association for money that he had received for the association for disbursements and had failed to account for, and that he declined to loan him his own money for any such purpose; that it was finally agreed between the said Thomas Wilson and this deponent that they would loan him the money and take equal risk in the loss in case of non-payment; that according to this understanding deponent loaned to the said Robert M. Wilson two hundred dollars, upon the understanding that this would satisfy the demands of the said Robert M. Wilson that he would not break the terms of his contract, and that he would return the money from his earnings as soon as he conveniently could; that the said Robert M. Wilson received the money as this deponent understood and believed, and still believes, under these conditions: that he has never returned the same or offered to return the same; that within a very few days thereafter the said Robert M. Wilson
142 boarded the steamship Portoriquano and collected and kept the order bill for the pilotage of said vessel and never returned the same to the association; after having piloted said last named vessel up to the head of the passes, he returned back to the pilot boat Underwriter and expressed a desire to go up to New Orleans, and requested as a favor the pilot whose turn it was to board the next vessel should surrender that right in his interest and let him board the vessel; that the next vessel to be boarded was the steamship Knickerbocker; that he was permitted to board said vessel; that he obtained the pilotage order for piloting said Knickerbocker, and came up on the Knickerbocker to the

city of New Orleans, and there collected for himself the pilotage dues for the two last-named vessels, converting the money to his own use, and refusing to account to the association therefor; that from that time until this date he has acted in opposition to said association, and in disregard of his said
143 contract, and as this deponent verily believes has done his utmost to damage and injure said association; that the facts above set forth was the first positive knowledge that this deponent had that he had abandoned his contract obligation and gone into opposition to said association; that he immediately joined said Bernard Michel, and before this deponent was aware of the fact that he the said Michel and their associates were undertaking, by rebates and other means, to induce masters of vessels which had been safely piloted into the port of New Orleans by the said members of said association remaining faithful thereto, that they had approached and bargained with nearly all of the masters of vessels which had been safely piloted into port by the said association; that for a while this deponent discountenanced any effort to counteract the said operations of the said defendants and to enter into competition with them in bidding for the observance of the actual legal right of the said
144 association to pilot said vessels out to sea, but that he soon ascertained that if the said defendants were permitted by themselves and through their emissaries to continue their operations that it would effect the ruin of the said association, and the said defendants, by bribes and other means, would secure the outward pilotage of every vessel piloted into port by said association, and that said association had no other recourse excepting to purchase by gratuities to the masters a disposition upon the part of the masters to observe their statute obligation; that for that purpose he requested the pilots to send to the port of New Orleans of their number Joseph Smith, Robert Tilford, George Osgood, and John McLaughlin; that the said above-named persons are the only persons who have at any time since the said defendants began their said acts had any authority on the part of the said association to buy of the masters of any of the vessels
145 piloted into port by pilots of the said association, their legal right to pilot such vessels out, and that any representations or offers or negotiations in that respect by any other person or persons was unauthorized; that during the time when said competition was going on, and it continued up to the time of the issuing of the restraining order in this cause, many of the masters of the vessels piloted in by said association have come to the office of this deponent and demanded of him that he make to said masters a present or rebate, amounting, in most instances, to from twenty-five to forty dollars, asserting that the said defendants had offered them that amount, and in some instances

more than that, namely, the sum of fifty dollars, and unless their demand was complied with, that although they had been safely piloted into port by said association they would permit the defendants to pilot their vessels out to sea; that this deponent informed them that under the law they had no right to make
146 any such exaction; that he had no authority to make any such concession, but that if any of the above-named branch pilots had made any such agreement or bargain with them that, as agent of the association under that authority, he would give them the money; that in nearly every instance the money, in the way of rebate, was paid by this deponent, or given to the said masters, and the amount thereof entered on the books of the said association; that this deponent annexes to this affidavit the names of the vessels which they have been compelled to hire and pay to observe their obligation to permit the association to pilot the said vessels to sea since the said defendants began their said wrongs above set forth, which said statement is marked Exhibit Francis, No. 1, and contains the names of the vessels and the amounts that the said association have been compelled to pay the master of said vessel in order to prevent him from turning the ship over to the said defendants for its outward
147 pilotage; that the total sum so disbursed to secure their legal right, which ought to have been secured under the law without such penalty, was twenty-eight hundred and forty-six dollars, which has been absolutely lost to the said complainants.

And deponent further saith that during said negotiations made necessary by the acts of the said defendants, this deponent has necessarily come in contact with most of the masters of vessels to whom said rebate has been given, and has heard their conversation upon the subject; that the said masters of all of said vessels demanded as a condition of the arrangement that the money be paid to the master in cash as a rebate, and that the association receive from them the pilotage order requiring the payment of the full statute rate of pilotage; that from this fact, and from the conversations of the masters of many of these vessels, this deponent has at all times believed, and does believe, that in undertaking to get a rebate or deduction from the statute
148 rate of pilotage due from their vessels, the said master intended not only to practice a wrong and fraud upon the association, but also upon their owners; that from the character of the order they gave, and the manner in which they exacted the payment of the rebate to them, this deponent verily believes that the money is retained by the captain on his own account, and that the ships' accounts are in all cases charged with the full statute rate of pilotage, as expressed in the order given by the master, and yet the said complainants have been compelled,

through the acts of the said defendants, to submit to the loss of the said rebate, or payment to captains to prevent them from carrying out their threat of permitting the said defendants to pilot said vessels out to sea and thereby incur the total loss of the entire pilotage outward; that until the issuance of the restraining order in this cause, the masters of vessels piloted into the port of New Orleans by the said association began immediately
149 after the arrival of the vessel here a system of negotiations looking to the exaction of the largest possible rebate from the said association, and in many instances, after they had agreed for a fixed sum of rebate not to disregard their statute obligation as to the outward pilotage, they would come back and allege that the said defendants, or Black for them, had offered them a still larger rebate, and that they would not adhere to their contract, and that unless an additional rebate was given to them, would fly their contract and permit the said defendants to pilot their vessels to sea.

And this deponent further saith that he was present in court at the time of the rule for contempt against the defendant, Robert M. Wilson, came up; that he heard the statement of Joseph P. Hornor, their solicitor, that said complainants had engaged in piloting vessels outward which said vessels had been piloted into port by the said defendants since the issue of the restrain-
150 ing order herein, and when he referred to the Lord Collingwood and Argosy; that said statement was absolutely without foundation in fact; that this deponent has no knowledge, information, or belief that the said complainants, or any of them, have piloted out to sea any vessels piloted in by either of the said defendants since they committed their said breach of said articles of association, excepting the said ships Lord Collingwood and Argosy; that both of said last-named ships were piloted outward by Joseph Smith, one of the said associated pilots, who boarded said ships in New Orleans; that the Lord Collingwood was piloted out to sea on the 20th day of October, 1882, and that the steamship Argosy was piloted out on the 26th day of the same month; that at that time said defendant, Robert M. Wilson, pretended and claimed that he was not a partner or in any way associated with said Michel; that the said Michel was, on the 18th day of October, suspended by the Governor of the State in
151 his commission as branch pilot of the port of New Orleans, and that he continued so suspended until the 30th day of the same month; that both of said last-named vessels were piloted out to sea during the period of the suspension of the said Bernard Michel, as the said Bernard Michel and the said Robert M. Wilson well know; and that this deponent knows of no other vessel piloted into the port of New Orleans by the said defendants, or either of them, since their said breach of their said contract, and

while they were not acting with the association as associates which has been piloted out to sea by complainants.

And this deponent further saith that it is untrue that the said Bernard Michel had not, before the time of his said suspension and before the date when the said Lord Collingwood and Argosy were piloted out to sea, piloted out to sea himself vessels which had been piloted in by the association; that prior to that
152 time he piloted out to sea and deprived said association of the pilotage dues therefor the vessel Dallam Tower and the brig Nada, and that between the dates aforesaid and the 12th day of January, 1883, the said defendant Michel and the said defendant Robert M. Wilson have, of the vessels piloted into port by said association, piloted out to sea and obtained and received the dues therefor the vessels named in the list attached to this affidavit, and marked Francis, No. 1; that since November 14th, 1882, when the said association, as above set forth in this affidavit, were compelled to enter into competition and give rebates to the masters of vessels piloted into the port by the said association, to induce them to comply with their obligation to allow said pilots the outward pilotage of said vessel, said association has been compelled to accomplish that purpose and to expend in such donations the sum of twenty-eight hundred and forty-six dollars, and that said rebates have been given to the masters of
153 the vessels in the amount and at the dates set forth in the list annexed to this affidavit and marked "Francis, No. 2."

That the first information that this deponent had that the said defendant Michel extended to enter into his said scheme of opposition to said association and to abandon his said contract was the fact, that while pretending to act as a member of said association, and before he had given any indication of his entering into the scheme afterwards pursued by him, he was put on board the British steamship Jamacian, a large steam vessel, out of his turn as a pilot, at his request, pretending that he had important business in the city of New Orleans: that he received from the master of said steamship the pilotage order for her inward pilotage and collected the same on his own account on the 25th day of August, 1882; that after collecting the same he addressed a note to deponent informing him of the fact that he had collected said money on said order for his own account, and requested de-
154 ponent to charge the same to him on the accounts of the association; that after this act he immediately went and entered upon his said scheme of undisguised breach of his said contract of association and the said scheme since pursued by him, as set forth in said bill of complaint herein, and that he procured the outward pilotage of the said Jamacian, and converted the pilotage fees received by him therefor to his own use, and has

never since accounted to the said association for any of his earnings.

And this deponent further saith that he has known the said defendant, Wilson, for the period of twenty years, and the said Michel for the period of ten or eleven years; that the said defendants, Wilson and Michel, have no property to respond to any considerable judgment; that the said Wilson, to the knowledge of this deponent, is largely in debt and insolvent, and that he knows of no property of the said Michel, other than such interest and property as he may have or possess in the
155 said association; and that he is informed and verily believes that said Michel is largely in debt, and that he verily believes that a judgment for damages against the said defendants would be practically valueless and uncollectable.

And this deponent further saith that he was present in the office of Joseph P. Hornor, in the city of New Orleans, at the time the deposition of the said defendant, Bernard Michel, was taken in the cause of James M. Flynn versus Richard Francis, *et als.*, No. 9282 of the docket of this honorable court; that he was present during all the time said Michel was testifying in that cause; that he heard his testimony, and that he verily believes the same is correctly set forth in the deposition of the said Michel on file, and offered as evidence by the complainants in said cause in this honorable court.

And deponent further saith that before the said steam-
156 ships Lord Collingwood and Argosy were taken out by the pilots of the said association during the suspension of the said defendant, Michel, the said defendant, Michel, had procured the outward pilotage of the following-named vessels which had been safely piloted into the port of New Orleans by the said association, and the pilots thereof, and the outward pilotage for which the said association had demanded, to wit: on the 5th of September the steamship Dallam Tower, and on the 11th of October the brig Nada.

(Signed) RICHARD FRANCIS.

Sworn to and subscribed before me this 10th January, 1883.

[SEAL] (Signed) THEO. GUYOL, *N. P.*

EXHIBIT No. 1.

Annexed to and filed with foregoing affidavit.

List of Vessels belonging to La. Branch Pilots Association, and taken out by Bernard Michel and R. M. Wilson.

					Draft.
Sept.	8.	S. S. Dallam Tower, Out.	B.	Michel	20 ft.
Oct.	14.	Brig Nada	"	"	17
Nov.	3.	Ship Voladora	"	"	20

					Draft.
Nov.	3.	Bark Carniola,	Out.	B. Michel	19 ft.
157	4.	Bark Cort Adler	"	"	16½
	12.	1 Bark Ben Lomond	"	"	19
	15.	Ship Annie Gaudy	"	"	19
	17.	Bark Howard	"	"	17
	18.	Ship Charles	"	"	19
	20.	S. S. P. F. Carl	"	"	20
	24.	Ship Northampton	"	"	18
	26.	Bark Romanoff	"	"	17
Dec.	9.	Ship Virginia	"	"	
Oct.	13.	S. S. Pueteringuno,	Out.	R. M. Wilson	20
	24.	Cella	"	"	21
	29.	Prince George	"	"	20
Nov.	7.	Racilla	"	"	20
	10.	Ship Cromwell	"	"	18
	16.	S. S. Harbinger	"	"	21
	22.	Ship J. C. Robertson	"	"	18
Jan.	12.	S. S. Cyprus,	"	"	20

EXHIBIT No. 2.

Annexed to and filed with foregoing affidavit.

Nov.	14.	S. S. Clandon	20
	14.	Ship Bonanza	10
	16.	Prince Rupert	20
	17.	Bark Venice	18
	17.	Brig Shepherdess	20
	18.	S. S. Bothal	30
	18.	S. S. Taleham	30
158	18.	S. S. Tiddesdale	30
	18.	Bark Jacob Aall	19
	18.	S. S. Good Hope	25
	19.	Bark Seste Dubrovacki	25
	19.	Bark Guilli & Clemenzo	30
	20.	Bark Themis	20
	20.	Bark Cato	20
	21.	S. S. Rowland	30
	21.	Blagdon	30
	24.	Tinsbury	25
	24.	Bark Eugenia	20
	24.	S. S. Guillermo	25
	24.	Ship Fredrich	25
	25.	S. S. Antverpia	30
	27.	Grassbrooke	30
	27.	Schaldis	25
	28.	City of Lincoln	40

Nov.	28.	S. S. Nemesis	40
	28.	Bark Eskedell	20
	28.	S. S. Pawnee	30
	28.	Alava	25
	28.	Gleadowe	35
	28.	Bark Friehandel	25
	28.	S. S. Federico	25
	28.	S. S. Jose Barbo	25
	28.	S. S. Governor	50
	28.	S. S. Vidal Sala	25
	28.	S. S. Bernard Hall	25
	28.	Yucatan	25
	28.	Bark Joshua Loring	25
159	29.	S. S. Carmona	30
	29.	Rita	25
	30.	Royal Crown	25
Dec.	1.	Bark Kragero	25
	1.	S. S. Rossend Castle	25
	2.	Schn. Mathilda Kranz	30
	2.	S. S. St. Dunstan	35
	4.	Jesmond	25
	4.	Bark Hoganus	10
	5.	S. S. Chancellor	25
	5.	Mangerton	30
	5.	Ascalon	30
	5.	Bark Salem	21
	6.	Bark Alphonse and Marie	20
	6.	S. S. Scandinavia	5
	7.	Ship Ile Marthe	30
	7.	S. S. Pascal	25
	7.	Vindolano	25
	7.	Eglantine	30
	7.	Altonower	25
	7.	Diadem	25
	7.	Burswell	30
	9.	Nicosian	20
	9.	Lena	30
	9.	Leonora	25
	9.	Guilford	30
	9.	S. S. Persian	20
	11.	Wm. Dickenson	25
	12.	Osmanli	20
	12.	Bark Emanuel Swedenborg	25
160	13.	S. S. Orion	25
	13.	Lemuria	25
	13.	Colombo	25
	13.	Muriam	25

Dec.	13.	S. S. Compton	25
	13.	Ship Scotia	25
	13.	S. S. Silverdale	25
	13.	Bark Cort Adler	25
	13.	Carabou	25
	14.	S. S. Etna	15
	14.	Eduardo	25
	14.	Ship Angelite	25
	14.	S. S. Discoverer	25
	14.	Peconic	20
	14.	Bracadaile	25
	14.	Christoval Colon	25
	16.	Brankelow	25
	16.	Oxenholm	30
	18.	Bark Domenico Lanata	25
	18.	S. S. Sunbeam	25
	18.	Ship Prince Patrick	40
	20.	S. S. Briscoe	25
	20.	Darlington	25
	20.	Knight of St. Patrick	25
	20.	New Minster	25
	20.	Jamacian	25
	21.	S. S. Gallego	30
	21.	Bark Abdulia	20
	21.	S. S. Espanol	30
	21.	Lamport	20
	21.	Nethesdale	25
	21.	Ship Asiana	25
161	21.	S. S. Coronilla	20
	21.	Cameo	25
	21.	West Indian	20
	21.	Ashbourne	20
	26.	Bark Osmi Dubrovaci	25
	27.	Pepita	25
	27.	Persia	25
	27.	S. S. Mediator	25
Jan.	1.	Bark Cabieces	20
	2.	S. S. Camelia	25
	2.	S. S. Rochester	20
	3.	Bark F. E. Richards	18
	5.	S. S. Stolzenfels	20

Notice to the Defendants. Filed January 10th, 1883.

United States Circuit Court, Fifth Circuit, District of La.

WM. T. LEVINE *et al.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

NEW ORLEANS, *Jan'y* , 1883.

The defendants in this cause will please take notice, that upon the hearing of the motion in this cause for an injunction
162 *pendente lite* the complainants will read the deposition of the defendant Bernard Michel, taken, reduced to writing, and offered in evidence by the complainant in the case of James M. Flynn *versus* Richard Francis *et als.*, in equity No. 9282 of the docket of this court.

(Signed) J. R. BECKWITH,
Sol. for Compl'ts.

Affidavit of A. S. Tarabocha. Filed January 11th, 1883.

STATE OF LOUISIANA, *Parish of Orleans.*

Before me, Samuel Flower, a notary public in and for the parish of Orleans, duly commissioned and qualified, personally came and appeared A. S. Tarabocha, of this city and State, who, being by me first duly sworn, deposes and says I am engaged in the ship brokerage business in this city and know of my own knowledge that the associated pilots have been offering rebates to masters of vessels brought in by the opposition pilots for the privilege of taking said vessels to sea.

(Signed) A. S. TARABOCHA.

Sworn to and subscribed before me this 9th day of Jan-
163 uary, in the year of our Lord eighteen hundred and eighty-three, as witness my hand and seal.

[SEAL.] (Signed) SAM'L FLOWER.
Notary Public.

Affidavit of Bernard Michel. Filed January 11th, 1883.

WM. T. LEVINE
vs.
ROBERT M. WILSON. } No. 10102.

United States Circuit Court.

Bernard Michel, being duly sworn, says he is one of the defendants in this case; that he is a branch pilot of the port of New Orleans, and has been for five years, that he was a member of the pilots' association, but has been working for himself and inde-

pendently of that association since 23d August, 1882, that in the latter part of September, 1882, he piloted in from sea the steamship Argosy to the satisfaction of the master thereof, who promised that affiant or his partner, Robert M. Wilson, should
164 pilot him out to sea again when he left; said steamship left this port about 22 October, 1882; the day before the said master again promised affiant that either he or his said partner should take the vessel to sea, but when he left he refused to take affiant's said partner, and took for pilot one Joseph Smith a member of the pilot's association.

That in the latter part of September, 1882, affiant piloted from sea the steamship Lord Collingwood, to the satisfaction of the master thereof, who promised that affiant or his said partner should pilot him back to sea when he left, which promise was also repeated to affiant and to his said partner up to the day before said steamship left this port, on 19th Oct., 1882, but said master subsequently refused to employ affiant or his said partner, and employed the said Joseph Smith as pilot, who took him out.

That after affiant left said pilots' association he always refused to take vessels to sea as pilot which had been brought in by any of the associated pilots until they began and continued to
165 take out vessels that had been brought in by affiant, and that he would have continued so to refuse had it not been for the said conduct of the said associated pilots.

That affiant is informed and believes that since the issuance of the restraining order in this case the said associated pilots and their agents and employés have made every exertion, by offering premiums and otherwise, to obtain the piloting of vessels to sea which have been brought in by affiant and his said partner, and by their informing the masters of said vessels that affiant and his said partner were enjoined by this hon. court from taking said vessels back to sea; that among said vessels were the steamship Roxburgh Castle, bark St. Julien, steamship Glenfruen, steamship Nydale, and steamship Santiago, and affiant's said information is obtained from the masters of the said vessels.

(Signed) BERNARD MICHEL.

Sworn to and subscribed before me, the undersigned notary public, at the city of New Orleans, this 10th day of January, A. D. 1883.

[SEAL.] (Signed) CHAS. G. AUDRY,
Notary Public.

166 *Affidavit of R. J. Buddendorff. Filed January 11th*, 1883.

STATE OF LOUISIANA, *Parish of Orleans.*

Before me, Samuel Flower, a notary public in and for the par-

ish of Orleans, duly commissioned and qualified, personally came and appeared R. J. Buddendorff, of this city and State, who, being by me first duly sworn, deposes and says: I am engaged in the ship-brokerage business in this city, and know of my own knowledge that the associated pilots have been offering rebates to masters of vessels brought in by the opposition pilots for the privilege of taking said vessels to sea.

(Signed) R. J. BUDDENDORFF.

Sworn to and subscribed before me this 9th day of January, in the year of our Lord eighteen hundred and eighty-three, as witness my hand and seal.

[SEAL.] (Signed) SAM'L FLOWER,
Notary Public.

Affidavit of P. Lauro. Filed January 11th, 1883.

167 STATE OF LOUISIANA, *Parish of Orleans.*

Before me, Samuel Flower, a notary public in and for the parish of Orleans, duly commissioned and qualified, personally came and appeared P. Lauro, master of I't b'k Conguistatore, who, being by me first duly sworn, deposes and says: I arrived at Port Eads on the fourth of December, eighteen hundred and eighty-two; when about nine miles from Port Eads was boarded by Bernard Michel, one of the opposition pilots, who piloted my vessel into and through the jetties.

Since my arrival in New Orleans, and within the last few days, I have been asked by a young man, who represented to me he was agent for the associated pilots, to give the outward pilotage of my vessel to the associated pilots, and offered to give me twenty dollars of rebate.

I replied I had promised to give my vessel out to the pilot who brought me in. Geo. Osgood, one of the associated pilots, offered me twenty-five dollars on board of my vessel to let him take my vessel to sea. I refused his offer.

(Signed) P. LAURO.

168 Sworn to and subscribed before me this sixth day of January, in the year of our Lord eighteen hundred and eighty-three, as witness my hand and seal.

[SEAL.] (Signed) SAM'L FLOWER,
Notary Public.

Affidavit of Henry C. Larsen. Filed January 11th, 1883.

STATE OF LOUISIANA, *Parish of Orleans.*

Before me, Samuel Flower, a notary public in and for the parish of Orleans, duly commissioned and qualified, personally came

and appeared Henry C. Larsen, of this city and State, who, being by me first duly sworn, deposes and says: I am the agent of the opposition pilots Bernard Michel and R. M. Wilson, and know of my own knowledge that the associated pilots, to wit, Joseph Smith, W. E. Pendleton, Robert Trelford, Frank Bailey, and others, also John Westerfield and Norcross, clerks of the said association, have been offering rebates to the captains of the vessels brought in by the opposition pilots for the privilege of taking said vessels out.

169 The steamships Lord Collingwood and Argosy were piloted in by Bernard Michel, and were piloted out by the associated pilots. The captains of said vessels informed me that the associated pilots allowed them a rebate on the outward pilotage.

(Signed) HENRY C. LARSEN.

Sworn to and subscribed before me this 9th day of January, in the year of our Lord eighteen hundred and eighty-three, as witness my hand and seal.

[SEAL.] (Signed) SAM'L FLOWER,
Notary Public.

Affidavit of P. W. Jartz. Filed January 11th, 1883.

STATE OF LOUISIANA, *Parish of Orleans.*

Before me, Samuel Flower, a notary public in any for the parish of Orleans, duly commissioned and qualified, personally came and appeared P. W. Jartz, master of Norwegian brig Feun, of this city and State, who, being by me first duly sworn, de-

170 poses and says: I arrived at Port Eads on the ninth day of December, eighteen hundred and eighty-two, and was piloted in by R. M. Wilson. Said pilot R. M. Wilson boarded me about ten miles from Port Eads light.

Since my arrival in the city of New Orleans I have been approached by several parties representing themselves as branch pilots, and offered to pilot my vessel to sea for less than regular rates. That I refused, and told him that the pilot who brought me in should take me out. They upheld he was enjoined in the U. S. Circuit Court from piloting any more vessels to sea.

(Signed) P. W. JARRTZ.

Sworn to and subscribed before me this sixth day of January, in the year of our Lord eighteen hundred and eighty-three, as witness my hand and seal.

[SEAL.] (Signed) SAM'L FLOWER,
Notary Public.

Order.—Motion for Injunction continued.

Extract from the minutes, January 13th, 1883.

171 WILLIAM T. LEVINE *et als.* vs. ROBERT M. WILSON *et al.* } No. 10102.

This cause came on to be heard on the complainant's application for an injunction *pendente lite*. J. R. Beckwith, for complainants; A. G. Brice, J. P. Horner, for defendants.

When, with the leave of the court first had and obtained, it was agreed that the matter go over until Monday, 15th instant, at 11 o'clock a. m.

Order continuing application for Injunction.

Extract from the minutes, January 15th, 1883.

WILLIAM T. LEVINE *et als.* vs. ROBERT M. WILSON *et al.* } 10102.

For want of time it is ordered by the court, in the presence of counsel for the parties respectively, who assent, that the application for preliminary injunction herein be continued till Thursday, 18th instant, at 11 o'clock, a. m.

172 *Affidavit of J. R. Beckwith. Filed January 17th*, 1883.

Circuit Court of the United States, Eastern District of Louisiana. In equity.

WILLIAM T. LEVINE *et als.* vs. ROBERT M. WILSON *et al.* } No. 10102.

EASTERN DISTRICT OF LOUISIANA, *ss:*

J. R. Beckwith, being duly sworn, deposeth and saith, that he knows A. Tarabocha, whose affidavit is on file in this cause on behalf of defendants, stating in substance that he of his own knowledge knows that the associated pilots—meaning the complainants—have been offering rebates to masters of vessels brought in by the defendants to obtain the outward pilotage of said vessels; that this deponent believing that the statement was untrue, and that, from the indifferent knowledge of the English language possessed by the said Tarabocha, believed that he did not comprehend the tenor of his affidavit; that on the 15th inst.
173 the said Tarabocha came to the office of the deponent on business, when deponent expressed to him his surprise that he could make such statement under oath. The said Tara-

bocha then informed deponent that he never intended to so swear; that Mr. Black came to him with the affidavit and informed him that he desired him to swear that he knew that the complainants had offered masters rebates to secure outward pilotage; that all of the knowledge of the matter that he possessed at the time he made the affidavit was that on one occasion he was on board the Austrian vessel which deponent understood him to call the "A. Dubrovackie," when a pilot whom he designates as "that Austrian man," and from description deponent believes to have been George Osgood, came on board and offered the master money to agree to allow the complainants to pilot the vessel out; that he, Tarabocha, was informed by the master of the vessel that the complainants piloted said vessel into port; that
174 when he came in he took a pilot off the Underwriter, the complainants' steam pilot boat; that he never understood or believed that said vessel was piloted into the port by the so-called opposition pilots, and did not so intend to swear.

(Signed) J. R. BECKWITH.

Sworn to before me, this 17th day of January, 1883.

(Signed) T. V. COUPLAND,
Dy. Clerk.

Hearing and Continuance of Motion for Injunction.

Extract from the Minutes, January 18th, 1883.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

This cause came on to be heard on the application of the complainants for an injunction *pendente lite*, and having been argued by counsel for the complainants till 3 p. m., it was ordered that the matter stand over until to-morrow at 12 m.

Note of Evidence. Filed Jan'y 18th, 1883.

175 U. S. Circuit Court, Eastern District of Louisiana.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

Note of Evidence on Trial. Rule for Injunction.

Complainants offered the deposition of B. Michel, taken and offered in case of Flinn *vs.* Francis *et als.*, No. 9282 of this court, and the following affidavits, to wit:

The affidavit of Joseph Smith, filed Jan'y 10, 1883.
" " George Osgood, " " " "
" " Jno. McLaughlin, " " " "
" " R. Francis, " " 5, "
" " J. R. Beckwith, " " 17, "

And the defendants offered the following affidavits, to wit:

The affidavits of P. Lauro, of Henry C. Larsen, of P. W. Jartz, of R. J. Buddendorff, of Bernard Michel, of A. S. Tarabocha.

Testimony of B. Michel, taken in Suit No. 9282. *Offered by Complainants on trial of Rule for Injunction herein, January* 18*th*, 1883.

176 Bernard Michel, sworn by Marks Breeden, Jr., notary public, examined-in-chief on behalf of complainants by Mr. Hornor, as follows:

Q. What is your business, Mr. Michel?
A. Branch pilot of the port of New Orleans.
Q. How long have you been a branch pilot?
A. Since January, 1878, sir.
Q. Did you belong to the Branch Pilots' Benevolent Association?
A. Yes, sir.
Q. Or whatever the name of it is?
A. Branch Pilots Association.
Q. Branch Pilots Association; you were a member of that?
A. Yes, sir.
Q. Are you still a member of that?
A. No, sir.
Q. When did you cease to be a member?
A. On August 23d.
Q. Of this year?
A. Yes, sir.
Q. Are you acquainted with a man by the name of Pliny Cox?
A. Yes, sir.
Q. How long have you known him?
A. About seven or eight years.
Q. What was he doing on the Mary Lee?
177 A. He was pilot—taking out vessels and bringing them in.
Q. Do you remember when he quit towing them? When he quit the Mary Lee?
A. Yes, sir, I remember near about the time.
Q. When was it?
A. It was in 1881—the latter part of January or the first part of February?
Q. Do you know how he came to quit her?

By Mr. BECKWITH to Mr. HORNOR: What is the object of these questions?

By Mr. HORNOR: Mr. Beckwith asks me my object in asking these questions. I answer, my object is to prove that the Branch Pilots Association induced Mr. Pliny Cox by promises and otherwise to quit the employment, to quit the business of piloting vessels on the steamer Mary Lee, and to allow the judgment to be rendered against him in the case in which he was sued to be destituted of his office of branch pilot. That is about it, Mr. Beckwith.

By Mr. BECKWITH: The evidence to the end and purpose above stated is objected to by the solicitor for the defendants in
178 the bill as being irrelevant, and tending to support no issue named in the bill in the pleadings. This objection it is understood shall attach to this testimony without further repetition.

By Mr. HORNOR: Certainly.

Q. Now, Mr. Michel, will you answer the question; do you know how he come to leave the "Mary Lee?"

A. Yes, sir; we hired him to work for us—the pilots' association.

Q. In what capacity?

A. As quartermaster for a couple of weeks.

Q. And after that?

A. After that he didn't do anything.

Q. How much were you to pay him?

A. We paid him one hundred and fifty dollars a month.

Q. For how many months was he paid one hundred and fifty dollars a month?

A. Between fifteen and eighteen months I think it was.

Q. During all that time he only did two weeks work?

A. That is all, sir.

Q. Do you remember when they ceased; when he ceased to be paid one hundred and fifty dollars a month?

A. I think it was in June.

179 Q. Of this year?

A. Yes, sir; near about it.

Q. Was this paid to him in consideration of his leaving the Mary Lee?

A. I think it was, sir.

Cross-examination by Mr. BECKWITH:

Q. Where were you born?

A. Sir?

Q. Where were you born?

A. Born in Feuro, England.

Q. When did you come to this country?
A. In 1866.
Q. At what age?
A. 14, sir.
Q. Did your parents come to this country with you?
A. No, sir.
Q. Where were you naturalized?
A. In New Orleans, sir.
Q. What?
A. In New Orleans.
Q. What court?
A. Second District Court.
Q. When?
A. I forget the date.
Q. What year was it?
A. I forget that, too.
Q. How many years ago.
A. I don't remember that.
Q. Who was the judge of the court at the time?
A. Judge Tissott.
Q. Which one, the old man or the young man?
A. I didn't know that there was but one.
Q. Was he a youngish man or an old man?
180 A. He looked to be middle age.
Q. Don't remember whether it was one, two or three years ago?
A. Six or seven years ago.
Q. Do you remember what time of the year?
A. No, sir.
Q. Under what name were you naturalized?
A. Bernard Michel.
Q. Is that your name in England?
A. Yes, sir.
Q. Never known as Benjamin Michel?
A. No, sir; they call me "Ben" for short—not Benjamin.
Q. You say you at one time belonged to the association of branch pilots of the port of New Orleans?
A. Yes, sir.
Q. When did you become a member of that association?
A. Joined it when the balance of them did.
Q. You signed the documents, did you not?
A. Yes, sir.
Q. On which that association rests?
A. Yes, sir.
Q. At the time it was organized?
A. Yes, sir.
Q. You knew what you were signing, did you not?

A. Yes, sir.
Q. How long did you continue a member of that association?
A. Until August 23rd.
Q. Now just how did you leave it, get out of it?
181 A. I left it because they violated the agreement; they had not carried it out in the proper manner.

By Mr. HORNOR:

Q. Because what?
A. Because they hadn't carried the business on in the proper manner.

By Mr. BECKWITH:

Q. When did you discover that?
A. When I didn't get enough money to live on; they had taken in five or six other members.
Q. What members did they take in?
A. Took in John Small, Captain Burdick, Hugh Neal; those were the members that were taken into the association after I joined it.
Q. They were branch pilots were they not?
A. Yes, sir.
Q. You know when they were taken in?
A. Yes, sir; pretty near about.
Q. You remained in the association, did you not, a long time after they were taken in?
A. No, sir; not after the two last ones were taken in.
Q. When were they taken in?
A. About two months before I left; two or three months.
182 Q. Why did you not leave when they were taken in?
A. Because I thought I could get along. I thought I might manage.
Q. Now, will you tell us just exactly how you got free from your obligations to that association; just how it was done?
A. Only that I sent in my resignation—drawed out; that's the only way.
Q. When did you send your resignation in?
A. The latter part of August.
Q. Was it not true, sir, that the first act you did was to go yourself, and put yourself on board of a ship out of your turn, and bring her up here?
A. No, sir.
Q. What is the first ship you brought in? Have you any account?
A. The steamship Jamacian.
Q. Well, how did you come to be towing her in? Was it your turn?
A. No, sir; but the man gave me his turn.

Q. Who gave you his turn?
A. Joseph Preble.
Q. You were in command of the pilot boat bound up at the time?
A. Yes, sir.
Q. Did you get the pilot money?
A. I did.
183 Q. What did you do with it?
A. I collected the pilot money and sent the receipt to the pilots' association.
Q. What did you do with the money?
A. I spent it.
Q. That is the way you got off the association, then?
A. Yes, sir.
Q. Now, sir, how many other vessels have you brought in?
A. I don't know how many—didn't count them.
Q. Don't you know?
A. I brought in a few more, sir; I don't know how many—I didn't study that up.
Q. You don't know whether you brought in any or not?
A. Yes, sir; I know I brought in some.
Q. Well, what are their names?
A. The "Lord Collingwood" was one.
Q. Collect the money of her?
A. Yes, sir.
Q. Appropriated it to yourself?
A. Yes, sir.
Q. What other vessels?
A. I think the "Argosse" was another one.
Q. Did you appropriate that money to yourself?
A. Yes, sir.
Q. What other vessels?
A. The "Louisa H.," I think, was another one.
Q. You appropriated that money to yourself?
184 A. Yes, sir; I believe I did,
Q. Did you bring in any other?
A. I brought in the bark "Matilda Hilyard."
Q. What?
A. The bark "Matilda Hilyard."
Q. Appropriate the money for her pilotage to yourself?
A. Yes, sir.
Q. Any other vessel?
A. I think that is all, sir; all that I remember.
Q. And what pilot boat were you attached to during this time?
A. I was owner in the "Jennie Wilson" and the "Underwriter."
Q. As a member of the association?

A. No, sir; as owner of those boats.
Q. What?
A. As owner in those boats.
Q. Didn't you get all the ownership you got in those vessels as a member of the association?
A. I suppose so; yes, sir.
Q. You didn't belong to the association then?
A. I don't belong to it now.
Q. Did you when you brought these vessels in?
A. I was owner of the boat, sir.
Q. Did you belong to the association when you brought these boats in?
185 A. No, sir.
Q. These vessels?
A. No, sir.
Q. You had no control then over those vessels?
A. Yes, sir; I had control, as we all hold on them.
Q. Did you possess a vessel?
A. No, sir.
Q. Now how did you get out to these vessels?
A. I boarded them; got out at sea.
Q. How did you get out to sea?
A. Went out there in a boat.
Q. What boat was it?
A. A small boat.
Q. Was it the boat of any of these vessels that you speak of?
A. It was a boat that I owned at the time that I joined the association.
Q. Well, I ask you if it was a boat—a steam or a sail pilot boat of the association?
A. Well she was attached to those boats, but my own—owning a share in the boats and owning this small boat too.
Q. That is all the way they were attached?
A. Yes, sir.
Q. What was that boat used for, the small boat, while you were there in the association?
A. She was not used for anything; she was hauled up.
186 Q. She never had been used for piloting purposes until you had used her on these vessels?
A. Yes, sir; she had been used before.
Q. Who had used her?
A. I had, sir.
Q. When?
A. She belonged to the pilot-boats before the association was formed.
Q. Belonged to what pilot-boat?

A. Belonged to the "Sam Houston," and belonged to the pilot boat "Francis."

Q. That boat?

A. Yes, sir; it belonged to me, and I belonged to the boats that I have named at the time.

Q. You had no interest in either the "Francis" or the other vessel at the time?

A. Yes, sir; she was paying me so much a month.

Q. Before the association was formed?

A. Yes, sir.

Q. On what boats?

A. On the "Francis."

Q. You mean the steamer "Francis?"

A. No, sir; the sailing pilot boat "Francis."

Q. Who owned her?

A. Smith owned her; he was paying me; I was acting for him.

Q. What has become of the "Francis?"

A. She is sold; Smith sold her.

187 Q. What?

A. He failed to pay for her and she was sold.

Q. When was she sold?

A. I don't remember—after the association was formed.

Q. You claim that since the 23d of August you have not belonged to the association at all?

A. I have not been working for them. There is property there belonging to me, sir.

Q. Now I ask you if you claim to belong to the association?

A. In one sense of the word, I do—until they pay me off, sir.

Q. Tell us in what sense that is you belong to it exactly?

A. I represent so much stock in the boats, sir.

Q. Under that contract?

A. Yes, sir; under that contract.

Q. But you say the contract is no account any more?

A. Well, they violated it; they broke the contract.

Q. You never did?

A. No, sir.

Q. You never did? Never did a dishonest thing about it?

A. Not to my knowledge.

Q. You have not done, in relation to this whole matter, a dishonest act?

A. No, sir.

188 Q. Do you understand the pilot law?

A. Yes, sir.

Q. Is it not true, sir, that your system of making profit as a branch pilot has been to come to the city of New Orleans, and to get hold by dicker or otherwise of the vessels of the association and pilot them out?

A. No, sir; I didn't take them out until when that I thought I was entitled to; until they commenced to take mine out.
Q. What vessels have you taken out?
A. I have taken out those vessels that I brought in.
Q. Well, I want something more specific. What was the first steam-vessel that you took out?
A. I think it was the Dallum Tower.
Q. Who piloted her in?
A. I don't remember.
Q. You didn't?
A. No, sir; one of my partners at that time did. I was working in the association when she was piloted in.
Q. You didn't belong to the association when you piloted it out, though?
A. No, sir.
Q. Do you call that stealing one of your vessels?
A. I was entitled to that vessel, sir.
Q. Why?
189 A. Because I was working in the association, had a share of those vessels in town.
Q. That is your idea about it, is it?
A. Yes, sir.
Q. You underbid the statute rates to get her?
A. No, sir; I didn't, sir.
Q. Now, what is the next vessel you took out?
A. I forget which is the next one; one of the steamers that I had in. I think it was the "Louisa H."
Q. Now, what was the next one you took out?
A. I disremember; one of those that I had in.
Q. Well, the others?
A. I don't know, sir; one of those vessels that I named.
Q. You said—I understood you to say—that the association that you said you don't belong to had taken some steamer out that you had brought in?
A. Yes, sir.
Q. What steamer was that? Do you remember that?
A. The "Lord Collingwood."
Q. When was that?
A. It was about a month ago, sir, near it.
Q. Is that the only one that you know of?
A. No, sir; we took out another one called the "Argose."
190 Q. Well, now, tell us again what steamers you have taken out that you didn't take in?
A. I think the Dallum Tower, I think, is the only steamer that I took; I am not positive, I think that is the only one.
Q. The only steamer that you didn't bring in?
A. That I didn't bring in.

Q. Now, sir, have you taken out any sail vessels?
A. Yes, sir.
Q. What sail vessels have you taken out?
A. I took out the Port Adler—a bark.
Q. Who brought her in?
A. I don't know who brought her in.
Q. Did you?
A. No, sir.
Q. You think that was an honest transaction?
A. Yes, sir; I boarded the vessel and had possession of her and everything.
Q. What other vessels; sail vessels?
A. The bark Carniola.
Q. Well, did you bring her in?
A. No, sir.
Q. You appropriated the money yourself for taking her out?
A. Yes, sir; I intend to.
Q. What other vessels?
A. The ship Valley Dora, a sailing ship.
Q. Who piloted her in?
191 A. I don't know, sir.
Q. You think it was an honest transaction taking her out and appropriating the money?
A. Yes, sir.
Q. What other vessel?
A. I don't remember any other, sir.
Q. Have you not taken out three sailing vessels recently?
A. Those are the three, sir.
Q. You have picked up those and engaged your pilotage here in the city; those that were going out?
A. No, sir.
Q. Where did you engage your services?
A. Aboard of the vessels, sir.
Q. Where were you when you did it?
A. One of them I didn't get the pilotage of; I didn't know anything about it until I was outside of the bar; had got outside of the bar; one I got, the order of one, outside of the bar.
Q. Didn't go on her?
A. Yes, sir; piloted her out and got the money after I got out.
Q. You are not answering my question; I ask you where you made the engagement to take the three vessels out?
192 A. That vessel, I didn't engage her at all; I told the captain that I would pilot her, carry her out, if he was satisfied he could pay me; he knew me; I had piloted his ship two or three times before; he said all right.
Q. Where was it that you did it?
A. On the way down the river.

Q. Where did you board the vessel?
A. In New Orleans.
Q. I ask you again if one of your systems of operations is not to come up here and induce the masters of vessels that have been piloted in by the association to allow you to pilot them out?
A. I didn't induce them, because they are induced by patronizing the opposition—opposition pilots.
Q. You call yourself an opposition pilot?
A. Yes, sir.
Q. Have you got any agent or emissary or representative here in the city?
A. I am just engaging a man to-day.
Q. What?
A. Engaging a man to-day.
Q. Whom did you engage?
A. I object to tell you.
Q. What?
A. I object to tell you.
Q. You decline to tell me?
193 A. Yes, sir.
Q. Why?
A. I don't think any man has the right to know my private business but myself.
Q. You are doing an honest business, a fair business, are you not?
A. Yes, sir.
Q. In your opinion?
A. Yes, sir.
Q. You have employed this man for an honest purpose, in your opinion?
A. Yes, sir.
Q. Nothing dishonest or dishonorable about it at all?
A. No, sir; not that I know of, sir.
Q. What, then, is your objection to disclosing the name of this honorable man to transact honorable business for you?
A. I don't think that anybody has the right to knowing business outside.
Q. Do you know any good reason why you should conceal it?
A. Well, I have not any particular reason, sir, only that I don't wish him known.
Q. Still you decline to tell that?
A. Yes, sir; I decline to tell that.
Q. Will you tell us what your arrangement with this man is?
194 A. I have not made any arrangement—simply engaged him to attend to my ships.
Q. What did you engage him to do?

A. Engaged him to let me know what vessels I have leaving.
Q. For what?
A. To let me know what vessels I have leaving New Orleans, when I have any.
Q. What vessels have you in New Orleans now that you piloted in?
A. I have not any.
Q. It is then your intention that this man should secure for you, acting as you are outside of the association, any vessels piloted in by the association, is it not?
A. I have not made any arrangement with him; I only simply asked him to represent me.
Q. Will you tell us what work he is to do?
A. He is to act as agent, sir, for me.
Q. What is that agency?
A. To let me know when vessels leave New Orleans, when I have any in New Orleans.
Q. That is, whether they are vessels piloted in by the association or not?
A. I decline to answer that question.
Q. Will you decline to answer this question: Is it not
195 your intention and your arrangement to, if possible, secure the pilotage of vessels out that you didn't pilot in?
A. I decline to answer that.
Q. Is it not your intention to enter into a dishonest transaction in regard to vessels in the port here?
A. No, sir.
Q. Is it not your intention to steal vessels, as it is called?
A. No, sir.
Q. What?
A. No, sir; not to steal vessels. I don't steal anything.
Q. I am speaking technically. It is not stealing, but it is the technical term; and it is the common term used for taking vessels out that you didn't bring in.
A. I decline to answer that question.
Q. You consider yourself a strictly honest man?
A. Yes, sir.
Q. You would consider it strictly honest, believing yourself to be outside of the association, to get away from the association, if you could, the pilotage of vessels that you didn't pilot in?
196 A. Yes, sir; as long as they took my vessels out, I think so.
Q. I ask you what vessels they have taken out?
A. I have told you the vessels they took out belonging to me.
Q. Only one?
A. Two, sir.
Q. When was that?

A. One was about a month ago, one later.

Q. Then your idea of honesty is that if you believe anybody does wrong that you have a license to do wrong immediately in the same line?

A. No, sir; if they don't consider it wrong I have a right to do the same thing, I think.

Q. That is your idea of the observance of the pilotage law, is it?

A. Yes, sir.

Q. Now you said you sent in your resignation?

A. As a member of the association.

Q. When was that?

A. The latter part of August, sir.

Q. Was it before or after you took their pilotage?

A. It was before, sir, that I taken the pilotage—while working in the association.

Q. I understand you to say that after you got the per-
197 mission or consent of this man whose turn it was to take this vessel; what is that vessel?

A. The "Jamacian."

Q. The Jamacian in——

A. Yes, sir; I accounted to the association for that, sir.

Q. Did you send in your resignation before that?

A. No, sir.

Q. Now, what was the reason you said you gave for wanting to take the "Jamacian" in?

A. I wanted to come to town, sir.

Q. Did you assign any reason for wanting to come to town?

A. No, sir; didn't assign any reason.

Q. When you got on board the "Jamacian" did you intend to take her pilotage and appropriate it?

A. Yes, sir.

Q. That was why you wanted to go on her?

A. No, that is not the reason exactly.

Q. What was the one? It was a pecuniary reason that you wanted to go aboard of it, was it?

A. I cannot say that either.

Q. Had you sent in your resignation then?

198 A. No, sir; I accounted to the association for that pilotage.

Q. How?

A. By signing the receipt and charging it to my account, sir.

Q. That is what you call accounting for it?

A. Yes, sir.

Q. You think that was an honest transaction?

A. Yes, sir; I do. The money was coming to me from the association.

Q. What?

A. I had some money coming to me in the association, sir.

Q. I will have to ask you again to give the best date you can of your naturalization.

A. If you will wait here, I will go and get the papers. I can tell you then exactly. I don't remember now. I can get them in twenty minutes, sir.

Q. You can get it and leave the date here, and the reporter can fill it in.

(Mr. Bernard Michel subsequently handed the reporter what purported to be a certificate from the minutes of the second district court for the parish of Orleans, La., signed by Frank Pace, Jr., clerk of the court, whose signature was attested by
199 A. L. Tissot, judge, stating that Bernard Michel was naturalized in said court on Saturday, 20th November, 1875, M. J. Barrett and Charles Dennis being named as the witnesses who testified to the said Michel's residence in the United States, &c.)

You have said something of Pliny Cox. How do you know what arrangement was made with Pliny Cox; do you know of your own knowledge?

A. I know he was paid one hundred and fifty dollars a month, sir.

Q. How do you know that?

A. Saw it on our expense sheet.

Q. How often?

A. Two or three times. I don't know exactly.

Q. Where did you see it was fifteen months?

A. Because I have heard everybody speak about it too.

Q. You don't know of your own knowledge?

A. I heard everybody speak of it. Everybody knew it in the pilots' association.

Q. You don't care much for an injunction any how, do you?

A. I don't understand what you mean, sir.

200 Q. You are not in the habit of paying attention to them are you?

A. Oh, yes, sir; yes, sir.

Q. While under an injunction you don't consider it worth while to stop doing that from which you were enjoined?

A. I bonded all the injunctions served on me.

Q. Yes, but you don't stop breaking the injunction, however, while you are waiting to bond it do you?

A. No, sir; I bonded the injunction, sir, since.

Q. But didn't you take out three vessels before you did?

A. No, sir.

Q. Didn't you after the injunction was served on you to enjoin

you from taking out vessels of the association, between the serving of the injunction and the bonding, take them out?

A. No, sir; when the injunction was served on me I handed the bonds right in.

Q. You also knew an appeal was taken from that, and a citation served on you?

A. Yes, sir.

Q. Have you stopped since that citation was served on you?

201 A. No, sir; bonded that the same.

Q. Bonded the appeal?

A. Bonded some appeal; I don't know what it is, sir. Mr. McCaleb will tell you more about that, sir.

Q. Have you any associator or relation business, or otherwise, with Black—J. W. Black?

A. No, sir.

Q. He is not the man that you entered into an arrangement with, then?

A. No, sir.

Q. Is Bob Wilson the man?

A. He and I are working in partnership, sir.

Q. What pilot boats have you got?

A. Got—The only boats we are owning now are the "Jennie Wilson" and the "Underwriter."

Q. They are unfortunately out of your possession now, are they not just now?

A. Two sailing boats.

Q. Well what boats are they?

A. The "Nellie" and the "Ella."

Q. Well, schooners or sail boats?

A. Schooners.

Q. What is their tonnage?

A. Fifty-four tons, one of them, and the other one is fifty-one.

Q. Where are they?

202 A. They are not safe boats, sir.

Q. How long since you have been on board of either of them—of either the Bob Wilson or—

A. I was aboard of her about fifteen or twenty days ago.

Q. Have they not been dismantled for over a year?

A. Yes, sir; I stopped aboard one of them in a squall.

Q. Have they had the sails on them for a year?

A. Yes, sir; the Nellie has.

Q. You wish us to understand that you and Bob Wilson are engaging those two boats for piloting?

A. No, sir; only owning them.

Q. I ask you, now, what pilot-boats you are engaging?

A. None at present.

Q. What appliances have you got entirely under your control and in your possession for boarding vessels at sea?

A. Have not any at present, sir; we are not piloting outside now, sir.

Q. Then your sole business is accompanying vessels of the association they have piloted in, and piloting them out?

203 A. No, sir; we have a boat coming from New York, sir.

Q. What boat is it?

A. I don't know her name, sir.

Q. Have no sort of idea what her name is?

A. No, sir; we are engaging the boat in New York; wrote on to see.

Q. Wrote on to see what you could get one for?

A. Yes, sir.

Q. Have not bought it, then?

A. No, sir; expect to buy it.

Q. Who is the capitalist, you or Wilson?

A. Neither one of us; we intend to get another party to buy it.

Q. Don't you know who owns that vessel that you are engaging?

A. A man by the name of Holmes, in New York, has charge of her, sir.

Q. And until you get that vessel you intend to hang around the port of New Orleans, considering yourself outside of the association, to pilot out, to pick up, and carry out to sea for hire, such vessels as the association have brought in, and as you can induce to take your services?

A. I have not made up my mind what to do yet, sir.

204 Q. Well, if you should conclude to make up your mind to do that you would consider that thoroughly honest, would you?

A. Yes, sir; under the circumstances.

Q. Circumstances, I suppose, make matters dishonest honest matters, do they not, in your opinion?

A. I consider that they have taken my vessels, and I have a right to take any other vessels out.

Q. You consider a dishonest matter becomes honest under certain circumstances—occurrences.

A. I don't consider that that was dishonest.

Q. You don't consider it was a dishonest manner in which you got the pilotage of the Jamacian, do you?

A. No, sir; I consider that was honest, sir; I sent a receipt for the money.

Q. Wouldn't it have been a little more manly, in your opinion, to have announced your intention before you did it?

A. I did announce my intention when I drawed out, sir; I accounted for this.

Q. Not until you had the Jamacian pilotage in your pocket.

205 A. I gave the pilots' association a receipt for that, sir.

Finis.

The affidavit of Joseph Smith, filed January 10th, 1883, offered in evidence by complainants in foregoing note of evidence, has already been transcribed on page 92 of this transcript.

The affidavit of George Osgood, filed January 10th, 1883, offered in evidence by complainants in foregoing note of evidence, has already been transcribed on page 88 of this transcript.

The affidavit of John McLaughlin, filed January 10th, 1883, offered in evidence by complainants in foregoing note of evidence, has already been transcribed on page 125 of this transcript.

The affidavit of R. Francis, filed January 5th, 1883, offered in evidence by complainants in foregoing note of evidence, has already bee transcribed on page 82 of this transcript.

The affidavit of J. R. Beckwith, filed January 17th, 1883, offered in evidence by complainants in foregoing note of evi-
206 dence, has already been transcribed on page 172 of this transcript.

The affidavit of P. Lauro, filed January 11th, 1883, offered in evidence by the defendants in the foregoing note of evidence, is already transcribed on page 166 of this transcript.

The affidavit of Henry C. Larsen, filed January 11th, 1883, offered in evidence by the defendants in the foregoing note of evidence, is already transcribed on page 168 of this transcript.

The affidavit of P. W. Jartz, filed January 11th, 1883, offered in evidence by the defendants in foregoing note of evidence, has already been transcribed on page 169 of this transcript.

The affidavit of R. J. Buddendorff, filed January 11th, 1883, offered in evidence by the defendants in foregoing note of evidence, has already been transcribed on page 166 of this transcript.

The affidavit of Bernard Michel, filed January 11th, 1883, offered in evidence by the defendants in foregoing note of evidence, is already transcribed on page 163 of this transcript.

The affidavit of A. S. Tarabocha, filed January 11th,
207 1883, offered in evidence by the defendants in foregoing note of evidence, has already been transcribed on page 162 of this transcript.

Hearing and Submission of Motion for Injunction.

Extract from the Minutes. January 19th, 1883.

WM. T. LEVINE *et als.*
vs.
ROB'T M. WILSON *et al.* } No. 10102.

This cause came on to be further heard on the application for a preliminary injunction, and was further argued by the counsel for the parties respectively, and submitted, when the court took time to consider.

Entering and Filing Rule for Contempt. January 24th, 1883.

Circuit Court of the United States, Eastern District of Louisiana.

208 WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON AND BERNARD MICHEL. } No. 10102.

On motion of J. R. Beckwith, sol. for complainants, and on suggesting to the court that the said defendants, Ben Michel and the said Robert M. Wilson, have in all things continued and disobeyed the same; that on the 21st of January, 1883, the said Ben Michel piloted to sea on her outward voyage the bark Albert, which had been safely piloted into port by said complainants; that on the 23d day of January, 1883, the defendant, R. M. Wilson, piloted out to sea the bark Zeffero, and on the same day the defendant, Ben Michel, piloted out to sea the bark Simpson; that all of said vessels were piloted into port by said complainants, safely and to the satisfaction of the masters thereof; that said complainants tendered their services to said masters to pilot said vessels to sea, but were refused because said masters alleged that they had contracted with the defendants for a violation of the law.

209 It is ordered that the defendants show cause on Saturday, 3d February, 1883, at 11 o'clock a. m., why an attachment shall not issue against them, respectively, and that they be punished for said contempt of the authority and order of this court, and that they and each of them be served with notice hereof.

Marshal's Return.

Received Jan. 25th, 1883, by the U. S. Marshal, and on the 28th day of January, 1883, I served a true copy of the within rule on R. M. Wilson by handing the same to him in person at domicile at Port Eads, and Ben Michel by handing the same to

his wife at domicile, the said Michel being absent at the time of service, both at Port Eads.

(Signed) DAN. A. ROSE,
D'y U. S. Marshal.

Affidavit of R. H. Tilford. Filed January 25th, 1883.

Circuit Court of the United States, Eastern District of Louisiana.

210 WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON and BERNARD MICHEL. } No. 10102.

EASTERN DISTRICT OF LOUISIANA, *ss:*

R. H. Tilford, being duly sworn, deposeth and saith, that he is one of the complainants in this cause, and a branch pilot of the port of New Orleans; that the restraining order in this cause was granted and allowed on the 20th day of December, 1882, and has been duly served upon the defendants; that deponent had well hoped that said defendants would exhibit sufficient respect for this court to obey the same, but that they in no manner respect or obey the same; that since said order was issued, as shown by the record on the 20th day of December last, the said defendants have continued to do the acts prohibited by said order; that since the date of said order and since the breach of said order in the case of the steamer Cyprus, the said defendant procured and piloted out to sea the bark Albert on the 21st
211 day of January, 1883, and on the 23d day of January, 1883, the said Michel piloted out to sea the bark Simpson, and on the same day the defendant R. M. Wilson piloted out to sea the bark Zeffero; that as said defendants well knew that said vessels were all of them safely piloted into port on their inward-bound voyage by the said complainants, the said bark Albert on the 19th of December, 1882, by E. C. Bannon, the Zeffero by Hugh Neil, the said Simpson by Philip Wurtz, the last two above-named vessels on the 9th day of December, 1882, safely and to the satisfaction of the masters thereof; that when each of said above-named vessels were on their said outward-bound voyage they were respectively hailed by pilots, said complainants, the said Albert, the said Zeffero, and the said Simpson, before they respectively reached the head of the passes of the mouth of said Mississippi river, and said pilots offered and tendered their services to pilot each of said vessels out to sea, and the masters
212 thereof refused to allow the said pilots to pilot said vessels out to sea, for the reason that they claimed to have made a, to them, more advantageous bargain with the said defendants, and the said vessels were by said defendants piloted out to sea by the said defendants as aforesaid, and the pilotage due therefor

withheld from said complainants in violation of said restraining order in this cause.

(Signed) ROBERT H. TILFORD.

Subscribed and sworn before me January 25th, 1883.

(Signed) T. V. COUPLAND,
Commissioner United States Circuit Court
Eastern District of Louisiana.

Affidavit of E. C. Bannon. Filed January 30th, 1883.

United States Circuit Court, Eastern District of Louisiana.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

Edward C. Bannon, being duly sworn, deposeth and saith that he is one of the complainants in this cause, that on the 21st day of January, 1883, he was at the pilot station above the head of the passes at the mouth of the Mississippi river attending to his duties as a branch pilot of the port of New Orleans, that about 7 o'clock p. m. of that day the bark Albert came down the river on her outward bound voyage to the sea in tow of a tug-boat, that prior to that time and on her inward bound voyage on the 19th of December, 1882, this deponent had piloted said vessel safely into the port; that the master was satisfied with said service and this deponent had no doubt that the master of said vessel would give him the outward pilotage of said vessel; he went on board said vessel to take charge of her and anchor her prior to starting down through the passes, it being too late to go out to sea that night; that when he attempted to take charge of said vessel the defendant, Ben Michel, made his appearance and stated that he was the pilot in charge of said vessel and was to take her out to sea and began giving orders and took control of the vessel; that this deponent demanded of the master whether he had taken Michel for a pilot and informed the master that he well knew that deponent had the vessel in; that the master said to deponent that he, deponent, must settle that dispute with Michel, and allowed Michel to keep charge of the vessel; that the said Michel continued in charge of said vessel and piloted said vessel out to sea.

That in the same tow was the vessel called the Simpson, a bark, that said vessel had been piloted into port on her inward voyage by Philip Wurtz; said vessel was at this time on her next outward voyage; Wurtz was one of the associated pilots, complainants. After this deponent left the Albert as aforesaid; he went on board said vessel last-named and then offered his services to pilot said last-named vessel out to sea. The master of said vessel re-

fused to take deponent, and kept saying in broken and im-
215 perfect English: "Me got pilote;" and utterly refused to allow deponent to pilot said vessel out, although he knew that deponent belonged to said association, by which said vessel had been piloted into port on her inward voyage.

(Signed) E. C. BANNON.

Sworn to and subscribed before me this 30th January, 1883.

[SEAL] (Signed) THEO. GUYOL, *N. P.*

Affidavit of Chas. H. Buttcher. Filed January 31st, 1883.

Circuit Court of the United States, Eastern District of Louisiana.

In equity.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

EASTERN DISTRICT OF LOUISIANA, *ss*:

Charles A. Buttcher, being duly sworn, deposeth and saith that he is a branch pilot of the port of New Orleans, one
216 of the complainants, that on the 20th day of January, 1883, he was at the pilot station, two or three miles above the head of the passes, at the mouth of the Mississippi river, on duty; that about seven p. m. the tow boat Keyser arrived at the station with a tow of sailing vessels; in said tow was the bark Albert, the bark Zeffero, and the bark Simpson; that this deponent went off and boarded the Zeffero; that said vessels were all outward bound; the said Zeffero had been piloted into port on her inward voyage by Hugh Neil on or about the 9th of December, 1882; the said Neil was one of said association, and this deponent supposed that said master would comply with his obligation to take one of said association for outward pilot; that when he boarded said vessel he tendered his services to the master of said vessel, informing him that he was one of the association who piloted his vessel into port. The master of said vessel refused to allow deponent to pilot said vessel, and stated as a rea-
son that he had a pilot, pointing to Bernard Michel, who
217 was on board the Keyser tow-boat at the time. Deponent then told him that by law the pilots of the association had the right to pilot the vessel out, and that he had no right to give the vessel to Michel. The master then said that he had made all his arrangements for pilotage; took deponent into the cabin of the vessel, and exhibited to him a card, which the deponent read; that he did not see any date on said card, but as he best recollects the same it contained a statement that our pilots will take you to sea, and named as the pilots referred to Bernard Michel and Robert M. Wilson; that said card was signed by a man named

Larsen—deponent believes Henry Larsen—who signed himself as "manager;" that the master would not allow deponent to take the card in his hand, but he thinks that with the exception of the name of the vessel the card was substantially the same as the card attached to the affidavit marked "A," which was delivered up by the master of the said schooner Emma L. Cotting-
218 ham, but the card shown by the master of the Zeffero had the names of Ben Michel and Robert M. Wilson printed on the card.

That the said master refused to allow any other person to pilot said vessel out, and deponent left the vessel; that at the same time and in the same tow were the barks Simpson and Albert, *were* bound outward; that both of said last-named vessels were piloted into port by the pilots of said association. The Albert was piloted out by Michel and the Zeffero and Simpsom were piloted out by Michel and Robert M. Wilson. Deponent believes that Michel piloted the Simpson and Wilson the Zeffero.

(Signed) C. H. BUTTCHER.

Subscribed and sworn before me Jan'y 31st, 1883.

(Signed) F. A. WOOLFLEY,
Commissioner United States Circuit Court,
Eastern District of Louisiana.

Copy of Card, marked "A," attached to and referred to in foregoing affidavit.

NEW ORLEANS, *Jan. 11th*, 1883.

Schr. Emma L. Cottingham has paid her outward bar pilotage.

(Signed) HENRY C. LARSEN,
Manager.

219 *Continuance of Rule for Contempt.*

Extract from the Minutes, February 3d, 1883.

WM. T. LEVINE
vs.
R. M. WILSON. } 10102.

The rule for contempt herein taken by the complainants on 24th instant was called.

J. R. Beckwith, for movers; A. G. Price and J. P. Horner, for defendants.

Whereupon counsel for movers made known to the court that the defendants were not in court, and urged that the matter could not be tried in their absence; and the court having heard counsel for both parties, ruled that the defendant must appear in *appear*.

And thereupon, upon motion of counsel for the defendants, suggesting that the attendance of both defendants at the same time would be a great hardship to them and be disastrous to their business, it was ordered that the rule be continued till Saturday, the 10th instant, at 11 o'clock a. m., with the understanding that the rule as to one of the defendants shall
220 be heard on the Wednesday following the 14th instant.

Appearance of Defendants.

Extract from Chancery Order Book. February 5th, 1883.

WM. T. LEVINE *et al.*
vs. } 10102.
ROBERT M. WILSON *et al.*

The defendants herein, by A. G. Brice and Joseph P. Hornor and F. B. Baker, their solicitors, have this day entered their appearance to the complainants' bill of complaint.

Affidavit of Henry C. Larsen. Filed February 10th, 1883.

United States Circuit Court, Eastern District of Louisiana, in chancery.

WM. T. LEVINE *et als.*
vs. }
ROBERT M. WILSON *et al.*

Henry C. Larsen, being duly sworn, deposes and says that he is the agent of the defendants in this case, in the city of New Orleans, and that he knew nothing of the injunction issued in this case until the 23d day of December, 1882; that on the 22d day of December, 1882, he contracted on the part of the
221 defendants with the master of the bark Albert to pilot that vessel to sea; on the 18th day of December, 1882, he contracted on the part of the defendants with the master of the bark Zeffero to pilot that vessel to sea; and on the 15th day of December, 1882, he contracted on the part of the defendants with the master of the bark Simpson to pilot that vessel to sea, and said vessels were piloted to sea by the defendants in pursuance and fullfilment of said contracts.

(Signed) HENRY C. LARSEN.

Sworn to and subscribed before me, this 30th day of January, 1883.

[SEAL.] (Signed) EDGAR GRIMA, *Not. Pub.*

Affidavit of Bernard Michel. Filed February 10th, 1883.

United States Circuit Court.

WILLIAM T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

Bernard Michel, being duly sworn, deposes and says that
222 he is one of the defendants in this case; that he did pilot to sea the vessels named in the rule herein taken by complainants as having been so piloted by him, but he did so after due inquiry, and after having been informed by his agent in New Orleans, Henry C. Larsen, and by the masters of both of said vessels that they had engaged and contracted for this affiant before the service of the restraining order herein, and as set forth in the affidavit of said Larsen; and affiant had the permission of this honorable court to fill all contracts that had been made before the issuance of said restraining order; and affiant has always carefully obeyed said restraining order, and has never done anything in contempt of the authority of this court. And affiant further deposes that on the 17th January, 1883, he satisfactorily piloted in from sea the steamship Lone Star, and was entitled to pilot her to sea again on her departure, but she was piloted to sea on her departure, on 21st January, 1883, by one of the associated
223 pilots, complainants herein, whom he saw go to her and go on board of her, while affiant was going to her to pilot her, the captain of said steamship having previously informed affiant that he should take one of the associated pilots.

(Signed) BERNARD MICHEL.

Sworn to and subscribed before me, this 10th day of February, 1883.

(Signed) J. A. CHARBONET,
Commissioner United States Circuit Court, E. D of L.

Order—joining Henry C. Larsen in rule—and continuance of rule.

Extract from the minutes, February 10th, 1883.

WM. T. LEVINE *et als.*
vs
ROBERT M. WILSON *et al.* } No. 10102.

This cause came on to be heard on the rule for contempt herein taken by the complainants.

J. R. Beckwith, for mover.
224 A. G. Brice and Joseph P. Hornor, for def'ts.

And after hearing the return of Bernard Michel to the rule and the affidavit of Henry C. Larsen, the complainants, by their

solicitor, moved the court that said Henry C. Larsen be joined in said rule as defendant therein, and that a copy of said rule be served on him, and that the complainants have leave to propound interrogatories to said defendants in rule to be served upon the solicitors of the said defendants, and be answered within ten days from date of service hereof; and the court so ordered; and that the rule be continued until the filing of defendants' answers to the interrogatories.

Marshal's Return on foregoing Rule.

Received Feb. 12th, 1883, by the U. S. Marshal, and on Feb'y 13th, 1883, I served a copy of the within motion and order, on the within named Henry C. Larsen, by handing the same to him in person in the city of New Orleans.

(Signed) E. S. CURRY,
D'y U. S. Marshal.

Interrogatories to be Answered by the Defendants. Filed February 26th, 1883.

225 United States Circuit Court, Fifth Circuit, Eastern District of La.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON AND BERNARD MICHEL } No. 10102.

Interrogatories propounded to the defendants, Robert M. Wilson and Bernard Michel, to be answered severally by each of the said defendants pursuant to the order of the court in this cause, in the proceedings against the said defendants for contempt of court in the breach and disobedience of the commands of the restraining order issued herein.

To the said Defendants, Robert M. Wilson and Bernard Michel.

You, and each of you, are required to severally answer under oath, according to the very best of your knowledge, information, and belief, the following interrogations herein propounded to you—

First Interrogatory. At what precise date did you first
226 have or possess a knowledge of the restrain order granted in this cause on the 20th of December, 1882, and how and by what means did you obtain that knowledge?

Second interrogatory. Is it not true that you received through mail addressed to you at Port Eads an envelope registered under the provisions of the act of Congress relating to registered letters, enclosing to you an attested copy of the restraining order

granted in this cause, and did you not respectively receipt to the postmaster at Port Eads for the delivery of such letter, and sign and receipt therefor; state on what precise day you received said certified copies, and on what date you received the letter enclosing the same?

Third interrogatory. Did you on or about the 21st day of January, 1883, pilot out to sea on her outward bound voyage the bark Albert; if yea, state on what day and at what time of day you piloted said vessel out to sea?

Fourth interrogatory. Did you on the 23d day of January, or on any other day in January, 1883, pilot out to sea on her
227 outward-bound voyage the bark Simpson; if yea, state on what precise day and at what time of day you piloted said vessel out to sea?

Fifth interrogatory. Did you on the 23rd day of January, or on any other day in January, 1883, pilot out to sea on her outward-bound voyage the bark Zeffero; if yea, on what precise day and at what time of day did you pilot said vessel out to sea?

Sixth interrogatory. Did you pilot said above-named vessels, or any of them, out to sea from the port of New Orleans through the jetties, or any of the passes at the mouth of the Mississippi; if yea, state which of said vessels you so piloted out to sea, and the draught of each of said vessels when so piloted out?

Seventh interrogatory. Did you pilot said vessels, or any of them, into the port of New Orleans; if yea, state which of said vessels you respectively so piloted into port?

Eighth interrogatory. Is it not true that the said bark
228 Albert and the said bark Simpson and the said bark Zeffero were not piloted into the port of New Orleans on their last entry into the port of New Orleans by you, or either of you, but were piloted into said port by other branch pilots of the port of New Orleaus?

Ninth interrogatory. Is it not true that the said bark Alberton, her last inward bound voyage to the post of New Orleans, was piloted through the Jetties into the Mississippi river, on the 19th day of December, 1882, and did not arrive at the city of New Orleans until the 24th day of December, 1882?

Tenth interrogatory. Did you, or either of you, personally make and enter into any negotiations or contract with the master, agent, owner, or representative of the said bark Albert or said bark Simpson or the said bark Zeffero, for the outward pilotage of said vessels, or either of them, on their last outward bound voyage from this port? If yea, state precisely the name of the person, master, agent, owner, or representative with whom
229 you personally made such negotiation or contract, and the precise locality, day, and time of day when said negotiation and contract was carried on or entered into and in whose

presence and the precise terms, conditions, and stipulations of said contract.

Eleventh interrogatory. Upon what terms and for what price did you make such agreement, and agree to receive as a consideration for piloting each of said vessels out to sea?

Twelfth interrogatory. On what days, or parts of days, between the 8th day of December, 1882, and the 10th day of the same month, were you in the city of New Orleans? State each day by the date of the month, and each fraction of a day by the hours thereof.

Thirteenth interrogatory. Have you any agent representative attorney-in-fact, or other person whom you, or either of you, indiuidually or collectively, have empowered or authorized to contract for you, or on your account with the master, agent,
230 owner, or representative of any vessel for the outward pilotage of such vessels from the port of New Orleans? If yea, state the name of each of your agents, attorneys-in-fact, or persons to contract for you, by their full names; when each one of said agents and attorneys was appointed, upon what terms and for what remuneration, and to what extent such agent or agents were, or are, authorized to contract in your name.

Fourteenth interrogatory. Whether you or either of you have any contract, agreement, combination, or arrangement with any other person or persons, not branch pilots of the port of New Orleans, by which you have agreed to share any part of the pilotage dues or money received by you for piloting vessels; if yea, state the names of such persons, the exact character of your contract with them, or either of them, and when the same was entered into?

Fifteenth interrogatory. Whether you or either of you, or both of you, have ever authorized or empowered your agents,
231 emissaries, or attorneys, or any of them, to endeavor to procure, contract for, or obtain the outward pilotage of vessels in the port of New Orleans, where such vessels had or have been piloted into the port of New Orleans by branch pilots of the port of New Orleans other than you, Bernard Michel and Robert M. Wilson; if yea, state the names of such agents, when they received said authority, whether the same has been revoked or is still in full force and effect, and if revoked when and for what reason revoked?

Sixteenth interrogatory. Have you or either of you, either yourselves or through your agents since the first day of December, 1882, offered or authorized your agents to offer to the master, owner, agent, or representative of any vessel not piloted into the port of New Orleans by you, or either of you, any consideration in money or any valuable thing or any reduction of the statute rate of pilotage of said vessels to induce the master,

232 owner, agent, or representative of said vessel to give to you, or either of you, the outward pilotage of such vessels? If yea, state to what vessels, to what owners, masters, or agents of said vessels you have offered, paid, or given such consideration, and the amount of consideration, value, or reduction from the statute rates you have given to procure such outward-bound pilotage of the said barks Albert, Simpson, and Zeffero, and to what person or persons you paid or gave the same.

Seventeenth interrogatory. State the name of every vessel lying or being in the port of New Orleans on the 20th day of December, 1882, with which you or your agents have made any contract or contracts for their outward-bound pilotage to the sea?

Eighteenth interrogatory. Are the vessels named in your answer to the last preceding interrogatory the only vessels about or concerning which you had any contract or agreement for the outward-bound pilotage thereof on the 20th day of De-
233 cember, 1882, and whether you entered into contracts about or concerning any other vessels between the 20th and 24th days of December, 1882; if yea, state the names of the vessels and the day and date of each contract?

Nineteenth interrogatory. Have you any agent or agents or representatives in the city of New Orleans authorized by you to contract for the outward pilotage of vessels not piloted in by you, or either of you, other than J. W. Black and Henry C. Larsen; if yea, state the name and address of your other agents in full.

Twentieth interrogatory. When was the restraining order granted in this cause, on the 20th of December, 1882, served on you by the marshal or deputy marshal of the eastern district of Louisiana?

Twenty-first interrogatory. Had not the restraining order been served upon you before you piloted the barks Albert, Simpson and Zeffero to sea?

Twenty-second interrogatory. For what reason and by
234 whose advice did you pilot the said Albert, Simpson, and Zeffero, or any of them, out to sea, in violation of the terms and commands of said restraining order so served upon you?

Twenty-third Interrogatory. Did you not know that said act of piloting was in violation of the exact terms and commands of said restraining order, and by whose advice and upon what information did you come to the conclusion that it was lawful or safe for you to violate the terms of said order. State your reasons and upon what information or advice you acted, and when and how you received the same?

(Signed) J. R. BECKWITH,
Sol. for Compl'ts.

Service accepted for defendants and Henry Larsen.
N. O., 2 | 26 | 83.
(Signed) JOSEPH P. HORNOR,
Solicitor.

Interrogatories to be answered by Henry C. Larsen. Filed February 26th, 1883.

235 United States Circuit Court, Fifth Circuit, Eastern District of La.

WILLIAM T. LEVINE *et als.*
vs.
ROBERT M. WILSON AND BERNARD MICHEL. } No. 10102.

Interrogatories propounded to Henry C. Larsen, to be answered by him pursuant to the order of the court in this cause in the proceedings against the above-named defendants for contempt of court in the breach and disobedience of the commands of the restraining order issued herein.

To the said Henry C. Larsen:

You are required to answer under oath, according to the very best of your knowledge, information, and belief, the following interrogatories herein propounded to you.

First interrogatory. Have you at any time been the agent or attorney-in-fact, or held any authority from the defendants in this cause, Robert M. Wilson or Bernard Michel, giving you authority to contract from them or in their name for the out-
236 ward pilotage of vessels not piloted into the port of New Orleans by them, or either of them; if yea, state the precise day when you received such authorization?

Second interrogatory. Were you appointed the agent or attorney-in-fact of the said defendants, or either of them, by any instrument in writing? If yea, attach to your answer a sworn copy thereof, and state under oath whether such writing was actually executed, signed, and delivered upon the day and date when the same purports to have been on the face thereof, and if the date on the face thereof is false, give the true and exact date when such paper was executed and delivered to you.

Third interrogatory. Have you received your appointment or been constituted the agent of the defendants, or either of them, by any contract not in writing? If yea, state when, where, and by whom the same was made, and the precise terms and conditions thereof.

Fourth interrogatory. Have you now or have you at
237 any time had authority from the defendants, or either of them, to offer any pecuniary advantage, inducement or consideration, or anything or matter of value, or any abatement

of the statutory rate of pilotage dues chargeable against any vessel or vessels for their outward pilotage, to induce any master, agent, owner, or representative of any vessel not piloted into the port of New Orleans by the defendants, or either of them, to allow the outward pilotage of such vessel or vessels to either Bernard Michel or Robert M. Wilson, the defendants? If yea, state when you first received such authority, and from whom.

Fifth interrogatory. When did you first know, hear, or learn that the restraining order granted and allowed in this cause on the 20th day of December, 1882, had been allowed and granted?

Sixth interrogatory. Is it not true that you had knowledge of the same about three o'clock in the afternoon of the 20th of December, 1882, and boasted and bragged openly in the pres-
238 ence of a large number of persons on the streets of New Orleans that you were the agent of Michel and Wilson, and would pay no attention thereto, and that the same amounted to nothing?

Seventh interrogatory. Were you ever expressly instructed by the defendant, Bernard Michel, and the defendant, Robert M. Wilson, or John W. Black, or any other confederate of the said defendants, to hire or induce by any means the master or owners of the bark Albert to give the pilotage of said vessel outward in January last to either Michel or Wilson, the defendants? If yea, when and what inducement did you offer to the master, owner, agent, or representative of the said bark Albert to induce them, or either of them, to give the outward pilotage of said vessel to the defendants, or either of them?

Eighth interrogatory. When did the bark Albert pass through the jetties on her last inward bound voyage, and when did she reach the city of New Orleans on that voyage?

Ninth interrogatory. On what precise day, at what
239 locality or place, and in whose presence did you contract with the master, owner, agent, or representative of the said bark Albert for the outward pilotage thereof by the said defendants, or either of them; by whom was the pilotage money or dues for piloting said vessel to sea collected, what was the precise amount thereof; what was the draught of the said vessel when she was piloted out to sea, and what rebate or consideration did you give to the master or any other person connected with said vessel, or being agent of said vessel, to obtain such outward pilotage for the defendants?

Tenth interrogatory. When, with whom, and where did you make any contract or agreement with the master, owner, agent, or representative of the bark Simpson for the outward pilotage of said bark? State the name of the person or persons with whom you contracted; the exact locality, place, store, or office,

where the contract was made, and the precise terms and conditions of such contract.

240 Eleventh interrogatory. State when, where, the precise day and date, and locality, and the name of the person with whom you made any contract for the outward pilotage of the bark Zeffero by the defendants, or either of them; what was the draught of the vessel at the time she was piloted out to sea; what was the amount of pilotage due for such services on said vessel by the statute rate for such draught, and for what sum did you agree that the defendants should pilot said vessel to sea; what amount of money was collected for such pilotage, and by whom and for whom?

Twelfth interrogatory. Did you ever give, or promise to give, to the master, owner, agent, or any person or persons representing the said bark Zeffero any deduction from the statute rate of pilotage for said vessel, or any rebate or return to the master or any other person? If yea, state the exact amount of deduction from the statute rate was made, how much was paid for the pilotage of said vessel outward, and if any reward, rebate, or

241 return of money or valuable thing was made to the master, owner, or any person to procure said outward pilotage; state the precise amount of such reward, return, or rebate, and to whom the same was given, paid, or allowed.

Thirteenth interrogatory. Give a full, exact, complete, and truthful list of every vessel of every kind and description which was in the port of New Orleans on the 23d day of December, 1882, which had been piloted into the port of New Orleans by branch pilots of the port of New Orleans, other than Bernard Michel and Robert M. Wilson, with whom you had contracted or agreed, or with whose owners, agents, or masters you had contracted and agreed, for either the said Michel or the said Wilson, defendants herein, the outward pilotage to sea. State the name of each vessel, the person with whom you contracted for each vessel, and the exact date when said contract was entered into about or concerning each vessel?

242 Fourteenth interrogatory. Have you, in your answer to the last preceding interrogatory, given the name of every vessel then being in the port of New Orleans on the 23d day of December, 1882, piloted into said port by branch pilots, other than the defendants in this cause, with which you had any contract, agreement, or arrangement that said vessels should be piloted outward to sea by the said defendants or either of them?

Fifteenth interrogatory. Is it not true that immediately after it came to your knowledge that the restraining order in this cause had been issued, you frequently, in public places, boasted that you would go into court and swear that every vessel in the port of New Orleans on the 20th day of December, 1882—when

said order was issued—which had been piloted into said port by the complainants in the bill in this cause, was under contract with the defendants for the outward pilotage?

(Signed) J. R. BECKWITH,
Sol. for Compl'ts.

243 *Demurrer. Filed March 6th*, 1883.

United States Circuit Court, Eastern District of Louisiana. In Chancery.

W. T. LEVINE *et als.*
vs.
ROB'T M. WILSON *et al.* } No. 10102.

The demurrer of Robert M. Wilson and Bernard Michel, defendants to the bill of complaint of W. T. Levine *et als.*, complainants.

These defendants by protestation, not confessing all or any of the matters and things in the said complainant's bill contained to be true in such manner and form as the same are therein set forth, demur to said bill, and for cause of demurrer show that complainants have not by their said bill made such a case as entitles them to the relief prayed as to the matters contained in the said bill or any of such matters.

Wherefore, and for divers other good causes of demurrer appearing in said bill, these defendants demur thereto; and they pray the judgment of this honorable court whether they
244 shall be compelled to make any further or other answer to said bill, and they humbly pray to be hence dismissed with their reasonable costs in this behalf sustained.

(Signed) A. G. BRICE,
" JOSEPH P. HORNOR,
" F. W. BAKER,
Solicitors for Defendant.

UNITED STATES OF AMERICA, *Eastern District of Louisiana*, } *ss.:*

Joseph P. Hornor, solicitor of the defendants in the above-entitled cause, who are absent from the city, being duly sworn, says that the foregoing demurrer is not interposed for delay.

(Signed) JOSEPH P. HORNOR.

Sworn and subscribed to before me this —— day of ————, 1883.

I hereby certify that in my opinion the foregoing demurrer is well founded in point of law.

(Signed) JOSEPH P. HORNOR,
Of Counsel.

Notice of Demurrer.

Extract from Chancery Order Book, Tuesday, March 6th, 1883.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } 10102.

245 Robert M. Wilson, Bernard Michel, defendants herein, by A. G. Brice and Joseph P. Hornor and F. W. Baker, their solicitors, have this day filed their demurrer to the complainants' bill of complaint.

Answers of Robert M. Wilson to Interrogatories. Filed March 6th, 1883.

U. S. Circuit Court.

WM. T. LEVINE
vs.
ROBERT M. WILSON *et als.* } No. 10102.

Now comes Robert M. Wilson and makes answer as follows to the interrogatories propounded him on the part of the complainants, as follows:

1. In answer to the 1st interrogatory he says: On the 23d of Dec., 1882, in the morning, from the newspapers, I first learned of the restraining order in this suit. I was then in New Orleans, and went to the passes that evening, and got the registered letter the next morning, which contained a copy of the restrain-
246 ing order. I had no knowledge of the restraining order previous to the 23d Dec., 1882.

2. In answer to the 2d interrogatory he says: Yes, as stated in the answer to the 1st interrogatory.

3. In answer to the 3d interrogatory he says: I think she went out about the 21st of Jan'y, 1883.

4. In answer to the 4th interrogatory he says: No; but I think she went out to sea on the 24th of Jan'y, 1883.

5. In answer to the 5th interrogatory he says: Yes; I piloted out to sea the bark Zeffero; I think on the 24th of January, 1883, about 11½ a. m.

6. In answer to the 6th interrogatory he says: I only piloted the bark Zeffero from New Orleans through the jetties to sea, as above stated, and she was drawing about sixteen feet.

7. In answer to the 7th interrogatory he says: No.

8. In answer to the 8th interrogatory he says: Yes; I believe so.

9. In answer to the 9th interrogatory he says: I don't know anything about the facts except from hearsay.

10. In answer to the 10th interrogatory he says: No;
247 all arrangements, negotiations, and contracts that were made in our behalf were made by Henry C. Larsen, our agent in the city of New Orleans. There has been no settlement with him up to this date, and I know nothing about the contracts made with them for the outward pilotage of vessels taken out by us.

11. In answer to the 11th interrogatory he says: I have made no agreement, as I have stated in my answer to the 10th interrogatory.

12. In answer to the 12th interrogatory he says: I don't remember and am unable to give any definite answer to this interrogatory.

13. In answer to the 13th interrogatory he says: No; about the 1st day of November, 1882, Henry C. Larsen was employed by Michel and myself, by verbal contract, as our agent and representative in the city of New Orleans; we gave him authority to use his best endeavors to obtain business for us as pilots. Knowing that the other branch pilots, complainants, were offering rebates to captains of vessels that we had piloted in, and that our business would be stopped unless we followed their ex-
248 ample, we empowered our agent to offer rebates to masters of vessels in competition with the other branch pilots, and our agent was authorized to use his own discretion and best judgment in the business without further consultation with us. As soon as I was informed of the institution of this suit, and of the restraining order, our agent was at once instructed to obey said order, and he and we have continued to obey said order in every respect since that date. We instructed our agent to offer rebates to captains to secure their business as long as complainants continued the practice; the practice was first commenced by complainants, and we were forced to adopt it or lose our entire business. We had no other agent in New Orleans except Henry C. Larsen, and we agreed to pay him $100 dollars per month. Michel gave his personal attention to these arrangements, and as far as my knowledge goes this constitutes all the agreements and authority vested in him.

14. In answer to the 14th interrogatory he says: No.

15. In answer to the 15th interrogatory he says: I have
249 answered this interrogatory in my answer to the 13th interrogatory, and to all other parts of said interrogatory that said answer does not cover I answer: No.

16. In answer to the 16th interrogatory he says: No, except as set forth in my answer to the 13th interrogatory, and I have no further knowledge which will enable me to answer as to any reductions made or given by my agent to procure the outward pilotage of the barks Albert, Simpson, and Zeffero, if any reduc-

tions were made, nor to what person or persons the same was given, if anything was given.

17. In answer to the 17th interrogatory he says: It is impossible for me to answer this interrogatory, as I have not the necessary knowledge.

18. In answer to the 18th interrogatory he says: I don't know of my personal knowledge, but I have understood that Mr. Larsen, our agent, made contracts for the outward pilotage of certain vessels after the 20th of Dec., 1882, and before the 23d of Dec., 1882. I am not able to state the names of the ves-
250 sels, nor the date or day of the contract; I am informed one of the vessels was the bark Albert. If there were others I am not informed.

19. In answer to the 19th interrogatory he says: No; and John W. Black is not our agent and has not been. The only agent we have in the city of New Orleans is Henry C. Larsen.

20. In answer to the 20th interrogatory he says: I don't know when the restraining order in this case was served, because it was left at my house during my absence, but I got it on the 24th of Dec., 1882, in the morning, from my wife.

21. In answer to the 21st interrogatory he says: The restraining order had been served upon me by being left at my house, and before I piloted out the bark Zeffero; but upon personal application made to his honor, E. C. Billings, one of the judges of this court, who granted the restraining order, he advised me that said order would have no retractive effect, and that myself and partner were at liberty to carry out our contracts which had been made in our behalf for the outward pilotage of vessels prior to the service of the said restraining order, and such act
251 would be no violation or disobedience of his restraining order granted in this case.

22. In answer to the 22nd interrogatory, he says: By the advice of his honor, E. C. Billings, judge of this honorable court, who issued this restraining order, and which advice was given to me in open court; and I advised my partner of such advice and we acted upon it.

23. In answer to the 23rd interrogatory, he says: We acted upon the advice of Judge Billings, as set forth in my answer to the 21st interrogatory, and from the judge we learned that it would not be a violation of the restraining order issued in this case, and that is the reason, information, and advice upon which we acted, and upon that advice we piloted out the vessels contracted for by our agent prior to that date.

(Signed) ROBT. M. WILSON.

Sworn to and subscribed before me, notary at New Orleans,

La., this fifth day of March, 1883. Witness my hand and official seal.

[SEAL] (Signed) EDGAR GRIMA, *Not. Pub.*

252 *Answers of Bernard Michel to Interrogatories. Filed March 6th*, 1883.

U. S. Circuit Court.

WM. T. LEVINE
vs.
ROBERT M. WILSON *et als.* } No. 10102.

Now comes Bernard Michel and makes answer to the interrogatories herein propounded to him on the part of the complainants, as follows:

1. In answer to the 1st interrogatory, he says: To the best of my recollection, on the 24th day of Dec., 1882, about ten o'clock in the morning, I obtained the knowledge through a registered letter I received on that day and hour; the registered letter contained a copy of the restraining order. I had no knowledge of the restraining order previous to that date.

2. In answer to the 2nd interrogatory, he says: Yes; as stated in answer to the first interrogatory.

3. In answer to the 3rd interrogatory, he says: I did pilot the bark Albert out to sea on her outward-bound voyage, I
253 think, about the 21 of Jan'y, 1883, about ten o'clock in the morning.

4. In answer to the 4th interrogatory, he says: I did pilot the bark Simpson out to sea on her outward-bound voyage; I think on the 24th of Jan'y, 1883, about noon of that day.

5. In answer to the 5th interrogatory, he says: No.

6. In answer to the 6th interrogatory, he says; I piloted out to sea the bark Albert and bark Simpson. I think the bark Albert was drawing about seventeen feet, and I think the bark Simpson was drawing about twelve feet.

7. In answer to the 7th interrogatory, he says: No.

8. In answer to the 8th interrogatory, he says: Yes; I suppose so.

9. In answer to the 9th interrogatory, he says: I don't know anything of the facts inquired of, except by hearsay.

10. In answer to the 10th interrogatory, he says: No; all arrangements, negotiations, or contracts that were made on our behalf were made by our agent, Henry Larsen, in the city
254 of New Orleans. I have had no settlement with him. I know nothing of them having had no settlement with him.

11. In answer to the 11th interrogatory, he says: I have made no agreement, as stated in my answer to the 10th interrogatory.

12. In answer to the 12th interrogatory he says: I don't remember; and am unable to answer this interrogatory further.

13. In answer to the 13th interrogatory he says: On or about the 1st day of November, 1882, I employed Henry C. Larsen, by verbal contract, to be my agent and representative in New Orleans, giving him authority to use his best endeavors to obtaining business for me and my partner in business, Robert M. Wilson, and knowing that the other branch pilots, complainants, were offering rebates to captains of vessels that we had piloted in, that my business would have been stopped unless I had followed their example, we empowered our said agent to offer rebates to masters of vessels to obtain their pilotage; and,
255 in order to compete with complainants herein, authorized our said agent to use his own judgment without further consultation with us. As soon as I was informed of the institution of this suit, and the issuance of the restraining order as herein set forth, my said agent was at once instructed to obey said order, and he and we have continued to obey said order in every respect ever since. When we became aware of the practice of offering rebate we then instructed our agent to continue offering rebate as long as the complainants herein themselves continued the practice. This practice was first commenced by complainants herein, and was necessarily adopted by us, or we should have lost our business. We had no other agent except Henry C. Larsen; we agreed to pay the said Larsen one hundred dollars per month.

14. In answer to the 14th interrogatory he says: No.

15. In answer to the 15th interrogatory he says: I have answered this interrogatory in my reply to the 13th inter-
256 rogatory; to any part of my reply to the 15th interrogatory that it does not cover I answer: No.

16. In answer to the 16th interrogatory he says: No; except as set forth in my answer to the 13th interrogatory, and I have no knowledge which will enable me to answer as to the particular reduction that was given by my agent to procure the outward pilotage of the barks Albert, Simpson and Zeffero, if any, or to what persons or person the same was given.

17. In answer to the 17th interrogatory he says: It is impossible for me to answer the same, as I have not the necessary knowledge.

18. In answer to the 18th interrogatory he says: I don't know of my personal knowledge; but I have understood that my agent, Henry C. Larsen, made contracts for the outward pilotage of certain vessels after the twentieth of Dec., 1882, and before the 23d of Dec., 1882. I have not the necessary knowledge to state the names of the vessels, nor the day or date of the contract. One of the vessels was the bark Albert.

257 19. In answer to the 19th interrogatory he says: No; and John W. Black is not our agent, and has not been; the only agent we have here is Henry C. Larsen.

20. In answer to the 20th interrogatory he says: I don't know when the restraining order in this case was served, because it was left at my house during my absence, but I got it on the 26th of Dec., 1882, in the morning, before I received the registered letter from the post office, as stated in my first interrogatory.

21. In answer to the 21st interrogatory he says: The restraining order had been served upon me, it having been left at my house, before I piloted the barks Albert and Simpson; but upon our application to his honor, E. C. Billings, one of the judges of this court, who granted the restraining order, had advised my partner, Wilson, that said order would have no retractive effect, and that we were at liberty, without disobeying that order, to carry out any contracts which had been made on our behalf for the outward pilotage of vessels prior to the service of said
258 restraining order.

22. In answer to the 22nd interrogatory he says: By the advice of his honor, E. C. Billings, the judge of this hon. court, who issued this restraining order, which advice was given to my partner, Robert M. Wilson, in open court, as I was informed by said Wilson, as set forth in my answer to the 21st interrogatory.

23. In answer to the 23rd interrogatory he says: No. We acted upon the advice of Judge Billings, as set forth in my answer to the 21st interrogatory.

(Signed) BERNARD MICHEL.

Sworn to and subscribed before the undersigned, a duly commissioned and qualified notary public in and for the parish of Orleans, State of Louisiana, at New Orleans, this Feb'y 28th, 1883, as witness my hand and seal.

[SEAL.] (Signed) ANDREW HERO, JR.,
Not. Pub.

Answers of Henry C. Larsen to Interrogatories. Filed March 6th, 1883.

259 U. S. Circuit Court.

WM. T. LEVINE
vs.
ROBERT M. WILSON, *et als.* } No. 10102.

Now comes Henry C. Larsen, and makes answer as follows to the interrogatories herein propounded to him on the part of the complainants, as follows:

In answer to the 1st interrogatory he says: I was employed on or about the first day of Nov., 1882, by Mr. Bernard Michel, to act as agent for him in New Orleans. I was employed by Michel to act for him and Robert M. Wilson together. The employment was verbal, and I had full authority to act for them in their capacity as branch pilots, and to obtain the pilotage both in and out of all vessels possible. I had no authority to make any contracts for them or in their name for the outward pilotage of vessels not piloted into the port of New Orleans by them or either of them after they and I had learned of the institution of this suit,
and I have not made any contracts for them for the out-
260 ward pilotage of vessels not piloted in by them since that
time, the 23d of Dec., 1882, and I have made no such contracts for them since then.

In answer to the 2nd interrogatory he says: I was not employed by any instrument of writing.

In answer to the 3rd interrogatory he says: I have already answered this interrogatory in my answer to the first interrogatory, to which I now allude. Such appointment gave me full authority to act for them in contracting for the pilotage by defendants of any and all vessels possible. I generally attending to their business as branch pilots in the city of New Orleans, for which I was receiving a salary of one hundred dollars per month. There were no other conditions.

In answer to the 4th interrogatory he says: I was authorized as I have answered to the first interrogatory. My authority was general, and I was to use my best endeavors to obtain business for my employers. I discovered after my employment that the
other branch pilots were offering rebates to the captains
261 of vessels to such an extent as to prevent me from obtaining business for my employers unless I followed their example. I informed Michel and Wilson of this fact, and they gave me power to act as I thought best for their interest. I offered rebates to masters of vessels to obtain their pilotage in order to compete with the other branch pilots. In doing this I exercised my own judgment without further consultation with my employers. This I continued to do until notified by my employers to stop on account of this suit. My offers of rebate were made to enable me to compete with the other branch pilots. This practice was first commenced by the other branch pilots, and necessarily adopted by me in the interest of my employers for the reason above stated.

In answer to the 5th interrogatory he says: I first learned it on the 23d of December, 1882.

In answer to the 6th interrogatory he says: No.

In answer to the 7th interrogatory he says: As to the bark Albert, I had no express instructions from any one, but

262 acted under my general power as before detailed. The captain of the bark Albert was a personal friend, and gave me the bark the day he arrived at this port, the 22d of December, 1882. I told him I would give him the same that the other vessels were getting, namely, the sum of twenty dollars.

In answer to the 8th interrogatory he says: I don't know of my own personal knowledge.

In answer to the ninth interrogatory, he says: On the 22d of December, 1882, in the office of Joseph Kelly, in this city, I contracted with the master of the bark Albert for the outward pilotage of said barks by the defendants; there was no one present who heard the bargain. I collected the money for piloting said vessel to sea, the amount was seventy-four $\frac{25}{100}$ dollars. The draft of the vessel was not quite seventeen feet. I allowed the master twenty dollars rebate.

In answer to the tenth interrogatory, he says: I made the contract for the outward pilotage of the bark Simpson with the master on board of the said vessel, on the 15th of December, 1882; I don't remember the name of the master; the contract
263 was that the master was to have a rebate of fifteen dollars if his vessel drew thirteen feet, and if more than thirteen feet he was to have twenty dollars.

In answer to the eleventh interrogatory, he says: I made the contract for the bark Zeffero on the wharf where the vessel was lying, in the city of New Orleans; I think it was in the third district of this city; I do not know what the draft of the vessel was when she was piloted out to sea; the amount of pilot dues was seventy-two dollars, I allowed a rebate of twenty dollars; the amount collected for said pilotage was seventy-two dollars, collected by me.

In answer to the twelfth interrogatory, he says: I have answered this interrogatory in my answer to the eleventh interrogatory; a rebate was allowed to the master of the bark Zeffero.

In answer to the thirteenth interrogatory, he says: There was, in the port of New Orleans, on the 23d day of December, 1882, the bark Albert, the bark Simpson, the bark Zeffero, the
264 3-mast schooner E. L. Cottingham, the bark Roma, the bark Lincoln, the bark Jona, the ship King Sedrick, the steamship Cyprus, and the steamship Rouen, and possibly others which have escaped my memory—all of which had been piloted into the port of New Orleans by some of the complainants herein with whom I had contracted for the defendants the outward pilotage to sea. I contracted for the bark Albert with the master thereof on the 22d of December, 1882. I had contracted for the bark Simpson with the master thereof on the 15th or 16th of December, 1882. I contracted for the bark Zeffero with the master thereof on the 18th of December, 1882. I contracted for the

three-masted schooner Cottingham, with the master thereof, on the 19th of December, 1882. I contracted for the bark Rome, with the master thereof, on or about the 15th or 16th of December, 1882. I contracted for the bark Lincoln, with the master thereof, on the 15th or 16th of December, 1882. I contracted for the bark Jona, with the master thereof, about the 15th
265 or 16th of December, 1882. I contracted for the ship King Sedrick, with the master thereof, about the 20th or 21st of December, 1882. I contracted for the steamship Cyprus, with the master thereof, about the 12th of December, 1882. The steamship Rouen was contracted for by Rob't M. Wilson coming up the river previous to the 20th of December, 1882. I cannot remember the exact date. We took out all of these vessels except the bark Jona and the schooner Cottingham, which were taken out by the complainants after having contracted with us.

In answer to the fourteenth interrogatory, he says: Yes, to the best of my knowledge, recollection, and belief, there possibly may have been other vessels, but if so, I have no recollection thereof.

In answer to the fifteenth interrogatory, he says: It is not true.

(Signed) HENRY C. LARSEN.

Sworn to and subscribed before me, notary at New Orleans, La., this first day of March, A. D. 1883.

[SEAL.] (Signed) EDGAR GRIMA, *Not. Pub.*

266 *Motion and Order. Rule for Contempt fixed.*

Extract from the Minutes, March 6th, 1883.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } 10102.

Upon the counsel for the defendants suggesting and showing to the court that the said defendants have answered the interrogatories herein propounded to them on the part of the complainants, and upon motion in that behalf by said counsel of the defendants, it is ordered that the rule for contempt herein taken by complainants on 24th February, 1883, be set down for hearing on Saturday, the 10th day of March instant, at 11 o'clock a. m., and that the complainants be notified hereof.

Order setting down Demurrer for Hearing.

Extract from Chancery Order Book, March 7th, 1883.

WILLIAM T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } 10102.

267 Now comes the complainants by J. R. Beckwith, their

solicitor, and this day set down for hearing the demurrer of Robert M. Wilson and Bernard Michel, filed herein.

Affidavit of Wm. E. Pendleton. Filed March 10th, 1883.

Circuit Court of the United States, Eastern District of Louisiana.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

Wm. E. Pendleton being duly sworn, deposeth and saith that he is a branch pilot of the port of New Orleans, and one of the association described in the bill of complaint in this cause; that on the occasion when the steamer Lone Star was piloted out to sea, as described or referred to in the affidavit of Bernard Michel, on file in this cause, this deponent was at the pilot station at the head of the passes at the mouth of the Mississippi river; that the
268 Lone Star came down the river and was off the station about three o'clock in the afternoon, and stopped for a pilot; that this deponent went off to the vessel and boarded her, and took her out to sea at the request of the master; that at the time when he boarded said vessel neither the said Michel nor Wilson were at the head of the passes, nor did they or either of them speak said vessel; that on the way down through the passes deponent saw some person on board a tug-boat whom he thought to be Michel, but is not certain that the said Lone Star is a coastwise American vessel, and as this deponent is informed and believes was not by law required to take a branch pilot.

(Signed) WM. E. PENDLETON.

Subscribed and sworn before me February 12th, 1883.

(Signed) F. A. WOOLFLEY,
Commissioner United States Circuit Court, Eastern District of Louisiana.

Hearing and Submission.

Extract from the Minutes, March 10th, 1833.

269 WILLIAM T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } 10102.

This cause came on to be heard on the rule for contempt herein taken by the complainants and the defendants and Henry C. Larsen. J. R. Beckwith, for complainants; Joseph P. Hornor, for defendants.

And thereupon the said counsel for the said parties submitted the same to the court on the face of the papers.

Decree Refusing Motion for Injunction. Entered and filed April 26th, 1883.

United States Circuit Court Eastern District of Louisiana. In Chancery.

WM. T. LEVINE *et als.*
vs.
ROBT. M. WILSON *et al.* } No. 10102.

This cause came on to be heard on the motion made by the complainant for a writ of injunction *pendente lite*, at the November term of the court, of the year 1882, being the term last past, and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged, and decreed that said motion be refused, and that the restraining order herein issued be set aside at the costs of the complainants.

APRIL 26th, 1883.

(Signed) EDWARD C. BILLINGS, *Judge.*

Final Decree.

Entered and filed April 26th, 1883.

United States Circuit Court, Eastern District of Louisiana. In Chancery.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON *et al.* } No. 10102.

This cause came on to be heard, at this term of the court, upon the demurrer filed by the defendants to the bill of complaint of the complainants, and was argued by counsel; and thereupon, upon consideration thereof, it was ordered, adjudged, and decreed that said demurrer be sustained, and that complainants' said bill of complaint be dismissed so far as relates to that part of the bill which seeks to enforce the articles of the pilots' association; without prejudice so far as relates to the rest of the bill, absolutely at the cost of complainants.

APRIL 26th, 1883.

(Signed) EDWARD C. BILLINGS, *Judge.*

Motion and order for appeal. Entered and filed April 27th, 1883.

Circuit Court of the United States, Eastern District of Louisiana.

WM. T. LEVINE *et als.*, Complainants.
vs.
ROBERT M. WILSON and BERNARD MICHEL, Defendants. } No. 10102.

On motion of J. R. Beckwith, solicitor for complainants, and on suggesting to the court that the complainants in this cause, at

the present term of this court, feel aggrieved by the final decree rendered in this cause against them and in favor of the defendants herein, and believe that there is error therein to their prejudice, and desire to appeal therefrom to the Supreme Court of the United States.

272 It is therefore ordered that the said complainants be and are hereby granted an appeal from the said final decree in this cause, made and entered in this cause at the present term of this court, to the Supreme Court of the United States, returnable to said Supreme Court at its next stated term thereof to be held at Washington on the first day of said term; and that said appeal be and operate a supersedeas upon the complainants giving bond, with good and sufficient surety, in the sum of five hundred dollars; and this motion being made in open court, it is ordered that the same, with this order, be entered on the record of this court.

Affidavit of J. R. Beckwith. Filed April 27th, 1883.

Circuit Court of the United States, Eastern District of Louisiana.

WM. T. LEVINE *et als.*
vs.
ROBERT M. WILSON and BERNARD MICHEL. } No. 10102.

EASTERN DISTRICT OF LOUISIANA, *ss:*

J. R. Beckwith being duly sworn deposeth and saith
273 that he is the solicitor for the complainants in the above-entitled cause; that he has for two years been the attorney of the complainants, and that he is well acquainted with the affairs of the complainants and their rights as defined by the laws of the State held in this cause not to apply to the South Pass of the Mississippi river, and that the matters in dispute exceed in value the sum of ten thousand dollars, exclusive of all costs, and that the complainants have already suffered loss and damage by reason of the matters complained of in the bill exceeding the sum of five thousand dollars, exclusive of costs, and further saith not.

(Signed) J. R. BECKWITH.

Sworn to and subscribed before me this 27th day of April, 1883.

(Signed) J. A. CHARBONET,
Comm'r U. S. Cr. Ct., E. D. of La.

Bond for Appeal. Filed May 1st, 1883.

274 UNITED STATES OF AMERICA:

Know all men by these presents that we, William T. Levine, Charles W. Read, William F. Higgins, John McLaughlin, George A. Falconi, Joseph Smith, John Ervine, Asa A. Douglass, Charles Dennis, Philip Wurtz, Thomas D. Lewis, Daniel B. Morgan, Joseph Preble, Robert H. Tilford, Gustave Gersdorf, Frank Bailey, Oscar Shultz, Walter Jarvis, Thomas Craig, John F. Gersdorf, Edward Breen, John Ahern, William E. Pendleton, Harry Buttcher, Benjamin S. Ames, Peter Douham, Francis Lory, Charles S. Clark, Edward C. Bannon, Francis Williams, Nathaniel C. Cloutman, Thomas Wilson, Robert T. Wilson, James W. Lyons, William B. Turley, Joseph Redman, Hugh Neil, Alfred J. Ruiz, George Benson, George Osgood, John Nichols, John T. Small, and James Burdick as principals, and J. W. Westerfield as surety, are held and firmly bound, jointly and severally, unto Robert M. Wilson and Bernard Michel in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said Robert M. Wil-
275 son and Bernard Michel, their heirs, executors, administrators, and assigns, for which payment well and truly to be made we bind ourselves and each of us by himself and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals and dated the first day of May, in the year of our Lord eighteen hundred and eighty-three.

Whereas the said above-named principal obligors having heretofore, to wit, on the 27th day of April, 1883, taken an appeal to the Supreme Court of the United States from and to reverse the decree rendered on the 26th day of April, 1883, by the circuit court of the United States for the fifth circuit, holding sessions in and for the eastern district of Louisiana, in the suit of William T. Levine *et als. vs.* Robert M. Wilson *et al.*, No. 10102 of the docket thereof:

Now, the condition of the above obligation is, that if the above-bounden principal obligors shall prosecute their said appeal to effect, and shall answer all damages and costs if they shall fail to make good their plea, then this obligation shall be void;
276 otherwise to remain in full force and virtue.

William T. Levine, Charles W. Reed, Wm. F. Higgins, John McLaughlin, George A. Falconi, Joseph Smith, John Ervine, Asa A. Douglass, Charles Dennis, Philip Wurtz, Thomas D. Lewis, Daniel B. Morgan, Joseph Preble, Robert H. Tilford, Gustave Gersdorf, Edward Breen, Frank Bailey, Oscar Shultz, Walter Jarvis, Thomas Craig, John F. Gersdorf, John Ahern, Wm. E. Pendleton, Harry Buttcher, Benjamin S. Ames, Peter Douhan, F. Lory, Chas. S. Clark, E. C. Bannon, Francis Williams,

Nathaniel C. Cloutman, Thomas Wilson, Robert T. Wilson, James W. Lyons, Wm. B. Turley, Joseph Redman, Hugh Neil, Alfred J. Ruiz, George Benson, George Osgood, John Nichols, John T. Small, James Burdick, and all of said principals by

(Signed) J. R. BECKWITH, [SEAL,]
Their Solicitor.

Sealed and delivered in presence of—
(Signed) E. HIESTAND.
(Signed) J. W. WESTERFIELD, [SEAL.]

277 UNITED STATES OF AMERICA:

Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, do hereby certify that the foregoing 276 pages contain and form a full, complete, true and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of William T. Levine, *et als.*, *vs.* Robert M. Wilson, *et al.*, No. 10102 of the docket of the said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of May, A. D. 1883.

Two (2) words interlined approved.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

I, Edward C. Billings, United States judge for the eastern district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, was, at the time of signing said certificate, and is now the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand at the city of New Orleans, in said district, this 16th day of May, A. D. 1883.

Two (2) words interlined approved.

EDWARD C. BILLINGS, *Judge.*

278 THE UNITED STATES OF AMERICA,

Circuit Court of the United States, Eastern District of Louisiana.

The President of the United States, to Robert M. Wilson and Bernard Michel, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of

Washington on the second Monday of October next, pursuant to a motion and order for an appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein William T. Levine, Charles W. Read, William F. Higgins, John McLaughlin, George A. Falconi, Joseph Smith, John Ervine, Asa A. Douglas, Charles Dennis, Phillip Wurtz, Thomas D. Lewis, Daniel B. Morgan, Joseph Preble, Robert H. Tilford, Gustave Gersdorf, Frank Bailey, Oscar Schultz, Walter Jarvis, Thomas Craig, John F. Gersdorf, Edward Breen, John Ahern, William E. Pendleton, Harry Buttcher, Benjamin S. Ames, Peter Donham, Francis Lory, Charles S. Clark, Edward C. Bannon, Francis Williams, Nathaniel C. Cloutman, Thomas Wilson, Robert T. Wilson, James W. Lyons, William B. Turley, Joseph Redman, Hugh Neil, Alfred J. Ruiz, George Benson, George Osgood, John Nichols, John T. Small, and James Burdick, are appellants, and you, and each of you, are appellees, to show cause, if any there be, why the decree rendered against the said William T. Levine, and all of said abovenamed appellants, as in said motion and order for an appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 1st day of May, in the year of our Lord one thousand eight hundred and eighty-three. EDWARD C. BILLINGS, *Judge.*

279 United States Circuit Court. Eastern District of Louisiana.

WM. T. LEVINE *et als.*, Appellants,
vs.
ROBERT M. WILSON *et al.*, Appellees. } No. 10102.

Citation to Appellees.

Marshal's Return.

Received May 2, 1883, by the U. S. Marshal, and on May 14th, 1883, I served a true copy of the within citation of appeal on Robert M. Wilson and Bernard Michel, his partner, appellees herein, by handing the same to Robert M. Wilson, (Bernard Michel being present,) in person in the city of New Orleans.

J. R. G. PITKIN,
U. S. Marshal Eastern Dist. of La.
By E. S. CURRY,
D'y U. S. Marshal.

Personally appeared before me, E. S. Curry, a lawful deputy of J. R. G. Pitkin, U. S. marshal for the eastern district of Louisi-

ana, and makes oath that he served a true copy of the within citation of appeal on the appellees herein named, as set forth in his official return hereon.

E. S. CURRY,
D'y U. S. Marshal East. Dist. of La.

Subscribed and sworn before me, May 15th, 1883.

F. A. WOOLFLEY,
Commissioner United States Circuit Court,
Eastern District of Louisiana.

Endorsed on cover: E. Louisiana, C. C. U. S. No. 903. William T. Levine, Charles W. Reed, William F. Higgins, John McLaughlin, George A. Falconi, Joseph Smith, *et als.*, Appellants, *vs.* Robert M. Wilson and Bernard Michel. Filed 14th July, 1883.